

***United States Court of Appeals
for the
District of Columbia Circuit***



**TRANSCRIPT OF
RECORD**

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UNITED STATES COURT OF APPEALS FOR
THE DISTRICT OF COLUMBIA

JANUARY TERM, 1941

No. 7808

737

SPECIAL CALENDAR

LINDSAY C. WARREN, AS COMPTROLLER GENERAL
OF THE UNITED STATES, APPELLANT

vs.

FRANK JARVI

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF COLUMBIA

FILED JANUARY 10, 1941

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I

A District Court of the United States for the
District of Columbia

Civil Action No. 6623

FRANK JARVI, PLAINTIFF

vs.

LINDSAY C. WARREN, AS COMPTROLLER GENERAL OF THE
UNITED STATES, DEFENDANT

UNITED STATES OF AMERICA,

District of Columbia, ss:

Be it remembered, that in the District Court of the United States for the District of Columbia, at the City of Washington, in said District, at the times hereinafter mentioned, the following papers were filed and proceedings had, in the above-entitled cause, to wit:

1 District Court of the United States for the
District of Columbia

Complaint for proceedings in the nature of mandamus to compel certification and payment of claims under Private Act 336—74th Congress

Filed April 17, 1940. Charles E. Stewart, Clerk.

The plaintiff for his cause of action herein complains of defendant and alleges:

I

That the plaintiff is a resident of the County of Carlton, in the State of Minnesota; a citizen of the United States, and more than twenty-one years of age.

II

That the defendant Fred H. Brown is the duly appointed, qualified and acting Comptroller General of the United States and is sued herein in his official capacity as such, and that he is charged by law with the duty of certifying for payment certain claims against the United States Government, including the claim of the plaintiff herein, under and pursuant to Private Law No. 336, 74th Congress.

III

That this is an action brought against the said defendant Fred H. Brown, in his official capacity, to obtain an order and judgment of this court requiring the said defendant to certify for payment the claim of the plaintiff herein referred to, under the terms and provisions contained in said Private Law 336, 74th Congress, and is commenced within six years of the date of the enactment of said Private Law, a true copy of which said Private Law is hereto annexed, marked "Exhibit A," and hereby made a part hereof.

IV

2 That on or about the 12th day of October 1918 a fire originated from the operation of railroads in the State of Minnesota, by the United States Government. That at said time plaintiff was a resident of the County of Carlton and State of Minnesota, and within the area covered by said fire. That plaintiff at said time was the owner of certain real and personal property therein situated, and on said date the personal and real property then owned by the plaintiff was destroyed by said fire, for which he claimed loss and damage against the United States Government, and to recover therefor commenced an action in the District Court of the Eleventh Judicial District, in the County of Carlton and State of Minnesota, against James C. Davis, Director General of Railroads, as agent of the President under the Transportation Act of 1920.

V

That under the said Transportation Act of 1920 provision was made for the prosecution of actions against the Director General of Railroads, as agent of the President under said Act, in the same manner and to the same extent and effect as if said actions were commenced and prosecuted against the Railroad Corporation owning the railroads prior to the passage of said Act.

VI

That said fire, so originated, at said time extended over a very large area, and caused great loss and damage to property, personal injury to a large number of persons, and resulted in the death of many people. That as the result thereof a large number of claimants, who sustained loss and damage resulting from said fire, brought actions against the Director General of

Railroads, as agent of the President, under the Transportation Act of 1920; that this plaintiff was one of the above named claimants who brought such action in his own behalf for the purpose of recovering damages for the loss and injury to his real and personal property, so situated, against the Director General of Railroads, as agent of the President under the said Transportation Act.

3 That after extensive trials extending over several months liability was fixed upon the Director General of Railroads, as agent of the President under said Transportation Act, covering a large area of territory, burned over by said fire, including the territory where plaintiff's real and personal property was situated at the time of said fire.

VII

That following said trials in which the United States Government was found liable for the damages caused by said fires, the said Director General of Railroads, as agent of the President under said Transportation Act, offered to pay to said claimants, upon certain conditions hereinafter stated, certain sums of money on account thereof, based upon certain percentages of the actual loss and damage so sustained by claimants.

VIII

That following said fire of October 12, 1918, the persons in the burned over area, including this plaintiff, were very destitute, their homes and property, both real and personal, had been destroyed, many personal injuries and deaths had resulted from said fires, and many of said claimants, including this plaintiff, were without means to rebuild their homes, or obtain the means of subsistence, and hence were compelled to and did accept the offer of the said Director General of Railroads.

IX

That the Director General of Railroads, as Agent of the President, offered to pay to this plaintiff and others similarly situated forty percent of the actual property and other losses as determined in any case, less any fire insurance theretofore paid by any fire insurance company on account of the injury and damage to said property sustained by claimant as aforesaid.

That as a condition precedent to the payment of any moneys whatsoever to claimants, said Director General demanded and

required that all claimants, within the limits covered by the proposal, must accept the terms of settlement.

4 Said Director General further required that claimant execute and file a verified itemized claim setting forth in detail the loss sustained and claimed by claimant in order that the same might be examined by the agents of said Director General. That after such examination an offer of settlement would be made and the amount of claimant's loss and damage would be fixed and agreed upon between the parties, and a written stipulation would be entered into, based upon the amount of such agreed settlement, providing for the entry of a judgment for a percentage of the loss, and further required that a satisfaction and release be executed by claimant making a complete and final record settlement of said action, in order that no further legal proceedings could be taken by plaintiff, making it appear upon the records that a genuine settlement and compromise of the claim had been made by the parties.

X

That pursuant to said proposal and in compliance therewith, plaintiff submitted a verified itemized claim of his loss and damage covering the injury to and destruction of his property, real and personal, as a result of said fire. That thereafter the actual amount of loss and damage to said property was agreed upon and a stipulation was entered into by the Director General of Railroads, through his representatives, and the plaintiff by his attorneys, fixing the amount of plaintiff's loss in the sum of Nine Thousand Dollars (\$9,000.00), and determining the amount paid for insurance thereon to be the sum of \$1,830.00, fixing claimant's net loss in the sum of \$7,170.00, and directed judgment to be entered for forty percent thereof, or \$2,868.00. That said sum was paid in settlement of said judgment, and the same was satisfied. That the balance on said loss so agreed upon, which remained unpaid, was and is \$4,302.00.

XI

That thereafter, plaintiff and others similarly situated, being aggrieved by the fact that the so-called settlements
5 were forced upon them by the Director General of Railroads, as agent of the President, as aforesaid, and they were compelled and coerced by circumstances beyond their control and against their will to accept a percentage of their actual losses under the terms and conditions imposed upon them by said representative of the Government, or carry on

protracted litigation over a long period of time, at great expense; duly petitioned the Congress of the United States for the enactment of proper legislation providing for payment to plaintiff, and others similarly situated, by the United States Government of the difference between the amount of their actual losses, so previously agreed upon, less the amount of any fire insurance paid, and the amounts theretofore paid by the Government of the United States.

XII

That thereafter the Congress of the United States, for the relief of the plaintiff and others similarly situated, did on the 20th day of August 1935, enact Private Law No. 336, 74th Congress, approved August 27, 1935, a true copy of which Act is hereto attached, marked Exhibit "A" and made a part hereof.

XIII

That on or about the 15th day of October 1935, under and pursuant to said Private Law No. 336, 74th Congress, heretofore referred to, and within two years after the enactment of said law, the plaintiff herein, pursuant to the rules and regulations promulgated by the Comptroller General of the United States, submitted a verified claim to the said Comptroller General for the amount of his said unpaid property loss and damage, so determined and agreed upon, arising from damage and injury to his personal and real property sustained by him as hereinbefore referred to, in the sum of four thousand three hundred and two dollars (\$4,302.00).

That a true copy of plaintiff's said claim is hereto attached, marked "Exhibit B" and hereby made a part hereof.

XIV

6 That the Comptroller General of the United States pursuant to said Act did receive and file plaintiff's said application for payment of the balance of his said property loss (Misc.-0543474), and did determine that the amount claimed by plaintiff in his application was correct as to the unpaid balance of his said claim for property damage and loss, and remained wholly unpaid in the sum of \$4,302.00, and was also correct as to the identity of the plaintiff, as the proper party to make and file said claim, all of which was disclosed by the records of the Director General of Railroads,

and was and is binding and conclusive upon the Comptroller General as to the facts.

That on or about the 27th day of August 1936, the said Comptroller General of the United States arbitrarily, unlawfully, wrongfully, contrary to the facts disclosed by the records of the Director General of Railroads, and in violation of his oath of office and duties as such Comptroller General, and in violation of the positive and specific duties imposed upon him by and under the terms and provisions of Private Law #336, 74th Congress, refused to certify the amount due plaintiff because of his property loss claim in the sum of \$4,302.00, and after stating certain conclusions as to what he claimed the records show, stated the following as his alleged reason for refusing to certify plaintiff's said claim for property loss for payment:

"It has been held that the Act of August 27, 1935, makes no provision for payment of personal injury claims, and since there is no segregation as between loss of property and personal injuries it will be necessary to disallow the entire claim, unless the claimant Frank Jarvi agrees to accept such proportionate share of the uninsured loss as the amount claimed for real estate and personal property bears to the total amount claimed for real estate, personal property, and personal injuries, less the proportionate amount heretofore paid to you."

Plaintiff further alleges that the Director General of Railroads, in making the settlement with plaintiff herein set forth, made absolutely no allowance for or on account of any injury to plaintiff, his wife, or to any other person. That the amount agreed upon as plaintiff's loss and damage was for loss, 7 injury, and damage to his property, real and personal, and covered no other claim whatsoever. That the statement of the Comptroller General above set forth to the effect that said claim involved "personal injury" is contrary to the records of the Director General of Railroads and has no foundation in fact whatsoever.

XV

That thereafter claimant made application for a rehearing on said claim and submitted to said Comptroller General positive proof of the fact that no allowance whatsoever was made for or on account of personal injury or for any claim growing out of any personal injury. That notwithstanding said proof and notwithstanding the fact that said claim as agreed upon between Director General of Railroads and claimant made no

allowance whatsoever for or on account of any personal injury, said Comptroller General, nevertheless, arbitrarily, unlawfully, and in violation of his duties and obligations as aforesaid, refused to reconsider said claim or to make investigation of the facts, but on the contrary concluded his report of April 13, 1939,

"I therefore certify that no balance is due you (Frank Jarvi) from the United States.",

and arbitrarily refused to certify said claim for payment.

XVI

That the plaintiff has made due demand upon said Comptrollers General of the United States that they certify to the Secretary of the Treasury of the United States for payment the amount of plaintiff's claim for the balance due on account of his property loss, in the sum of \$4,302.00, which amount plaintiff is legally and lawfully entitled to receive from the United States Government under the provisions of Private Law No. 336, 74th Congress, which Act was passed for the relief of this plaintiff and other persons similarly situated. That said Comptrollers General of the United States, ever since the filing of said claim by this plaintiff, as aforesaid, have wrongfully, arbitrarily, capriciously, and unlawfully refused, failed, and neglected to perform the plain ministerial duty imposed upon said Comptrollers General of the United States by Private Law No. 336, 74th Congress, to certify the same to the Secretary of the Treasury of the United States for payment, so that plaintiff would be paid the sum which

8 he is justly and legally entitled to receive as one of the claimants for whose benefit said Private Law No. 336 was enacted.

XVII

That the plaintiff herein at the time of filing his said claim as aforesaid, did comply with all of the provisions of said Private Law No. 336, 74th Congress, and with all the rules and regulations theretofore promulgated by the Comptroller General of the United States, and did every act and thing by him required to be done and performed in the filing of his said claim, so as to be entitled to have the same certified for payment by the Comptroller General of the United States.

XVIII

That the plaintiff has no speedy adequate remedy at law to enforce his rights for the payment of his said claim.

Wherefore plaintiff demands judgment against the defendant:

(1) That the court decree and declare that the refusal of the Comptroller General of the United States to certify for payment the claim of the plaintiff herein, under the provisions of the said Private Law No. 336, 74th Congress, was and is contrary to law, is of no legal force and effect, and is not binding upon the plaintiff.

(2) That the court decree and declare that it is the ministerial duty of the said Comptroller General of the United States to certify to the Secretary of the Treasury of the United States for payment, the claim of the plaintiff heretofore filed with the said Comptroller General, for the balance of his claim for property loss, in the sum of four thousand three hundred and two dollars (\$4,302.00) in accordance with the provisions of Private Law No. 336, 74th Congress, and that said Comptroller General be ordered and directed to issue his certificate accordingly.

(3) That plaintiff have such other and further order and relief as to the court may seem just, equitable and
9 requisite in the premises.

(4) That plaintiff have judgment for his costs and disbursements herein.

Dated April 17th, 1940.

THEODORE HOLLISTER,
N. B. ARNOLD,
LATHERS & HOAG,
RALPH E. BURDICK,
HANFORD F. COX,
V. J. MICHAELSON, and
FRANK YETKA,

By V. J. MICHAELSON,
Attorneys for Plaintiff,
330 Minnesota Building,
St. Paul, Minnesota.

GEORGE F. SHEA,
George F. Shea,

Attorney of Record for service of papers.
931 Tower Building, Washington, D. C.

10

Exhibit A

6623. Filed Apr. 17, 1940. Charles E. Stewart, Clerk.

[PRIVATE—No. 336—74TH CONGRESS]

[S. 1448]

AN ACT

For the relief of certain claimants who suffered loss by fire in
the State of Minnesota during October 1918

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Treasury is authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, in accordance with certifications of the Comptroller General of the United States under this Act, to each claimant or its or his heirs, representatives, administrators, executors, successors, or assigns, the amount of whose loss, on account of fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918, has been determined by court proceedings or by the Director General of Railroads, the difference between the amount of such loss so determined and the amount actually paid by the United States to such claimant less any amount paid to such claimant by any fire-insurance company on account of such fire: Provided, That notwithstanding the terms and conditions of any policy of insurance, or the provisions of any law, no fire-insurance company, except farmers' mutual fire-insurance companies, shall have any rights in and to funds herein appropriated, the payments herein provided for, nor to any right of subrogation whatsoever. That said farmers' mutual fire-insurance companies shall be paid in the same manner and to the same extent as other claimants: Provided further, That no person who makes claim under this Act by virtue of having acquired and succeeded to the rights of the original claimant through purchase and assignment, from said claimant of said claim, shall receive more than the amount actually paid for such claim and assignment.

SEC. 2. No payment under the provisions of this Act shall be made unless an application therefor is filed with the Comptroller General of the United States by or on behalf of the person entitled to payment within two years after the date of

the enactment of this Act. The Comptroller General of the United States shall determine the amount due on any application, and the person entitled thereto under this Act, and shall certify such determination to the Secretary of the Treasury, which determination shall be final. The Comptroller General shall promulgate rules and regulations as to the identity of claimants, the validity of assignments, and all other matters in connection with the determination of the amounts due and the persons to whom such amounts shall be paid under this Act. The amount to be paid under this Act shall be ascertained from the records of the Director General of Railroads, and such records shall be conclusive evidence of the amount of any such loss, the amount paid by the United States with respect thereto, and the amount paid by any insurance company with respect thereto. Such records shall also be

11 conclusive evidence of the person entitled to payment, except that if in any judicial proceeding in which final judgment has been rendered the right of any person to succeed to the rights of the person who suffered the loss by the fire has been determined, such judgment shall be conclusive as to the heir, representative, administrator, executor, successor, or assignee, as the case may be, entitled to payment.

SEC. 3. The words "person" and "claimant," as used in the Act, shall include an individual, two or more persons having a joint or common interest, company, partnership, and municipal and private corporations.

SEC. 4. Any person or group of persons individually or collectively who charge or collect, or attempt to charge or collect, either directly or indirectly, any fee or other compensation for assisting in any manner any person in obtaining the benefits of this Act in excess of 10 per centum of the amount of the claim actually paid under this Act shall, upon conviction thereof, be subject to a fine of not more than \$500 or imprisonment for not more than one year, or both.

Approved, August 27, 1935.

12

Exhibit "B"

Government File No. In District Court, Carlton County, Minnesota, Frank Jarvi, Plaintiff, vs. Director General of Railroads, Defendant. 6623. Filed Apr. 17, 1940, Charles E. Stewart, Clerk.

In re Application of Claimant herein for Payment of Minnesota Forest Fire Loss of October 1918, under Act of Congress Providing Therefor, Private Law No. 336, 74th Congress

To the Honorable, The Comptroller General of the United States, Washington, D. C.

Frank Jarvi, hereinafter called the "Claimant," hereby makes claim to the Comptroller General of the United States under the provisions of an Act of Congress entitled "An Act for the Relief of Certain Claimants who Suffered Loss by Fire in the State of Minnesota, during October 1918," and now known as Private Law No. 336, 74th Congress, approved August 27th, 1935, for the payment of \$4,302.00 and in support of said claim states and sets forth the following facts:

1. That Plaintiff brought suit in the District Court of Carlton County, Minnesota, against the Director General of Railroads (Agent of the President under the Transportation Act) for a loss alleged to have been caused by fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918; that issue was duly joined in said action by the serving and filing of an answer to the complaint in said suit.

2. That thereafter a Stipulation for Judgment was entered in said action.

3. That Judgment was duly entered upon said Stipulation on February 2, 1923.

4. That said Stipulation is on file with the Clerk of Court in the above-named county, and a duplicate original copy is on file with the Director General of Railroads, which Stipulation shows on its face:

That the amount of damages agreed upon was-----	\$9,000. 00
That the amount of insurance paid the claimant by insurance companies named therein was-----	\$1, 830. 00
That claimants net loss, being the amount of such damages less the aggregate amount of insurance paid was-----	\$7, 170. 00
That of said net loss the government paid (being 40%)-----	\$2, 868. 00
5. That the balance due claimant is-----	\$4, 302. 00

The undersigned claimant hereby nominates and appoints Theo. Hollister, N. B. Arnold, Lathers & Hoag, Burdick & Campbell, Providence Building, Duluth, Minnesota, and Frank Yetka and Cox & Michaelson, Cloquet, Minnesota, as Claimant's attorneys, to act in Claimant's name and stead, to take such steps, and to do and perform such acts, things, and services as may be necessary and requisite to establish Claimant's right to payment under said act and to collect the said claim and receipt therefor the same as Claimant could or might do in person, hereby ratifying and confirming each, all, and every act done and thing performed by Claimant's said attorneys, with power of substitution in the premises; and the undersigned Claimant hereby employs said attorneys to perform said services, and

agrees to pay to said attorneys a sum equal to 10% of the amount recovered in said claim in full compensation for such services and for the prosecution of said claim. And the undersigned Claimant hereby requests the Comptroller General of the United States to draw a separate check payable to said attorneys in the amount of such attorneys fees, being 10% of Claimant's claim herein.

FRANK JARVI, *Claimant*,
R. 3, Box 213, Cloquet, Minn.

Dated September 30, 1935. In the presence of Mildred Borsheim, Richard Rautio.

Accepted: Theo. Hollister, N. B. Arnold, Lathers & Hoag, Frank Yetka, Cox & Michaelson, Burdick & Campbell. By H. S. Campbell.

STATE OF MINNESOTA,
County of Carlton, ss.

Frank Jarvi, being first duly sworn on oath says—that affiant is the Claimant within named—that affiant has read or heard read the whole of the foregoing application and power of attorney, and exhibits attached thereto, and that the same is in all things true and correct; that said claim and no part thereof has ever been assigned.

FRANK JARVI.

Subscribed and sworn to before me this 7th day of November, 1935.

[NOTARIAL SEAL]

MILDRED BORSHEIM,
Notary Public,
Carlton County, Minnesota.

My commission expires Sept. 27, 1942.

CERTIFICATE OF IDENTIFICATION

I hereby certify that Frank Jarvi, the person named in and making the foregoing claim is the person he represents himself to be.

JOSEPH N. FRANKLIN,
Ass't Postmaster, of Cloquet, Minn.

H. S. CAMPBELL,
One of Claimant's Attorneys.

13 In the District Court of the United States for the
District of Columbia

Filed June 19, 1940. Charles E. Stewart, Clerk.

Answer

Comes now the defendant, Fred H. Brown, as Comptroller General of the United States, by his Attorneys, and answering the complaint filed herein says:

I

Answering paragraph I, defendant avers that he is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

II

Answering paragraph II, this defendant admits that he is the duly appointed and qualified Comptroller General of the United States, but insofar as other answer is required, denies the remaining allegations of this paragraph.

III

Answering paragraph III, defendant submitte that the allegations contained therein do not require answer on his part.

IV

Answering paragraph IV, defendant admits the allegations contained therein for the purposes of the present proceeding, but defendant avers that the action in the District Court of the Eleventh Judicial District, to which the plaintiff
14 refers as covering certain real and personal property, also included and embraced certain amounts claimed for personal injury, all of said claims being consolidated in the one action. Defendant further avers that the personal injury claims consolidated in the said court action in the Eleventh Judicial District were in the amount of several thousand dollars as for expenses incurred, or which would have to be incurred, in the future, loss of services due to said personal injuries of the plaintiff's wife, Ida Jarvi, on account of which personal injuries to said wife the plaintiff also has brought in this court Civil Action No. 6624 in his capacity as administrator of her estate.

V

Answering paragraph V, this defendant is informed and believes that the provisions of the Transportation Act of 1920 and the effect thereof are not for answer by this defendant but that the statute must be allowed to speak for itself.

VI

Answering paragraph VI, this defendant admits the allegations contained therein except that the defendant avers that the records of the Director General of Railroads, which have been referred to this defendant, do not substantiate the allegation, in respect of the plaintiff's claim for the loss and injury to his real and personal property and for expenses in connection with the personal injuries to his wife, that such claim was the subject of "extensive trials extending over several months," and, if such allegation is material herein, this defendant denies the same.

VII

Answering paragraph VII, this defendant admits the allegations contained therein for the purposes of the present proceeding.

15

VIII

Answering paragraph VIII, this defendant avers that he is without knowledge or information sufficient to form a belief concerning the truth of the allegations contained therein respecting the extent of personal injuries and death alleged or respecting the circumstances of destitution alleged, excepting the allegation therein that plaintiff was compelled to and did accept the offer of the Director General of Railroads in settlement of the plaintiff's personal injury and property claims which had been made the subject of a consolidated court proceeding, which latter allegation this defendant denies and avers, on the contrary, that at all times the plaintiff was represented by counsel of his own selection in his negotiations with the Director General of Railroads and that the amount agreed upon for acceptance by the plaintiff to cover the said property and personal injury claims was made upon advice of the said counsel after due deliberation, and that in consideration thereof the plaintiff, through the said counsel, gave a full and complete acquittance and released all further claims as against the Director General of Railroads and the United States.

IX

Answering paragraph IX, this defendant admits the allegations contained therein.

X

Answering paragraph X, this defendant denies each and every allegation contained therein in the manner and form as alleged. Answering further, this defendant avers that the records of the Director General of Railroads, which were furnished to the General Accounting Office, being somewhat ambiguous, the action in the General Accounting Office upon the claim of the plaintiff necessarily was predicated upon a report dated June 23, 1936, from the office of the United States Railroad Administration concerning the plaintiff's claim, in pertinent part, as follows:

16 "Basis of Settlement by Director General

Plaintiff Frank Jarvi vs. James C. Davis.

District Court, 11th Judicial District, County of Carlton, Minn.

Location of damaged property Medical expense, loss of services & disfigurement of wife, Ida Jarvi, injured in Sec. 18-49-17; real & personal property Sec. 18-19-17, Carlton Co., Minn.

Amount of total loss claimed P. I., \$17,500.00; R. & P. P., \$12,876.75; \$30,376.75.

Amount of total loss as adjusted, \$9,000.00.

Amount of insurance paid by Insurance Company, \$1,830.00.

Name of Insurance Company, Bankers & Merchants Fire Ins. Co.

Uninsured loss, \$7,170.00.

Uninsured loss paid for account of plaintiff @ 40%, \$2,868.00.

Insured loss paid for account of Insurance Company @ 20%, \$366.00.

Amount of judgment, \$3,234.00.

"Record of Payment

Check No. 15562. Date February 8, 1923. Amount, \$3,234.00.

Payee, Albert Baldwin, Special Counsel.

Voucher No. Feb. 1923 DJ 292 Quarter ended March 31, 1923.

Paid from appropriation 'Loans to Railroads after termination of Federal Control' (CX-962).

Accounts of Ralph Blaisdell. D. C. Symbol 92602.

Check paid by Treasurer U. S. February 1923.

"Supporting the settlement made by the Director General, I enclose the following documents:

"Verified claims signed by plaintiff.

Copy of stipulation for judgment.

Letter from Albert Baldwin, former Special Counsel showing basis of settlement.

Release signed by plaintiff.

Release signed by insurance company.

"Judgment was entered on February 2, 1923, and evidence of satisfaction is attached to voucher now in your possession.

"Attention is called to the fact that the present claim is based on a Director General settlement which involved a claim for damage to real and personal property in the amount of \$12,876.75, also for medical expense incurred, disfigurement and loss of services, comfort, and assistance of a wife in the amount of \$17,500.00.

"Our file does not show the basis used in determining the total adjusted loss of \$9,000.00. For your information, I am attaching hereto a copy of the complaint, Superintendent of Adjuster's report for Special Counsel, and office work sheet, form 3854.

"It will be noted in the complaint \$11,000.00 is claimed for damage to real and personal property, in the verified claim \$12,876.75, our Adjuster's estimate was \$7,176.00, and in the first column on form 3854 \$4,000.00 is set up.

17 "In view of the \$9,000.00 shown in the second column of form 3854 as the total loss reconsidered (1) and the notation 'this includes personal injury claim, etc.' it would appear the increase of \$5,000.00 was an allowance for the claim arising out of the loss on account of personal injuries. This, however, is not conclusive as we have no evidence of what transpired between the time the claim was first considered and its reconsideration.

"Since there is no copy of a written offer or acceptance, it would be my suggestion that the burden of proof be placed upon the present claimant.

"Papers which accompanied letter of Records Division are returned herewith.

"Claimant is not indebted to the Director General.

"Respectfully,

(Signed) WALLACE B. ROBINSON,
Assistant Director General."

XI

Answering paragraph XI, this defendant denies the same, except the allegation contained therein that plaintiff petitioned for the enactment of legislation providing for the payment to the plaintiff, and others similarly situated, of the difference between the amount of their actual losses, so previously agreed upon—less the amount of any fire insurance paid—and the amounts theretofore paid by the Government of the United States, which latter allegation the defendant admits.

XII

Answering paragraph XII, this defendant admits the enactment of Private Act No. 336, 74th Congress, approved August 27, 1935, and that a true copy thereof is attached, marked Exhibit A, to the complaint, but this defendant denies that this said Act was for the relief of the plaintiff in respect of the claim covered by the present complaint.

XIII

Answering paragraph XIII, this defendant denies the allegations contained therein in the manner and form alleged, but avers that on November 14, 1935, there was received
18 in the General Accounting Office plaintiff's claim in the form shown by the plaintiff's Exhibit B, except that the claim filed in the General Accounting Office recited Government file numbers in the District Court as 4151 and 5118 in the upper right hand corner of the said claim, which numbers covered the consolidated proceeding by the plaintiff in the District Court on account of property damage and on account of expenditures, etc., claimed to have been incurred, or estimated to be incurred, by the plaintiff on account of his wife.

XIV

Answering paragraph XIV, this defendant denies each and every allegation contained therein, in the manner and form as alleged, but avers that the letter of August 27, 1936, to which the plaintiff refers and which contains the quotation set forth in the complaint, was written by a subordinate in the Claims Division to the plaintiff's attorneys, and is in content and form as follows:

"Misc-0543474-JMT.

BURDICK AND CAMPBELL, *et al.*, Attorneys,

Providence Building, Duluth, Minnesota.

"SIRS: Reference is made to your claim on behalf of Frank Jarvi, Cloquet, Minnesota, for amount alleged to be due on account of loss incurred as a result of fire originating from the operation of railroads by the United States, in the State of Minnesota, on or about October 12, 1918.

"The records show that you filed two claims—one for personal injuries in the amount of \$17,500.00, and the other for damage to real estate in the amount of \$6,987.25 and damage to personal property in the amount of \$5,889.50—property damages aggregating \$12,876.75—the total claims filed by you aggregating \$30,376.75. Settlement was made on the basis of adjusted loss and damages of \$9,000.00 with a judgment entered by the court for \$3,234.00 (including \$366 paid for account of Insurance Company) with no segregation of the amount as between personal injuries and property damages.

"It has been held that the act of August 27, 1935, makes no provision for payment of personal-injury claims, and since there is no segregation as between losses of property and personal injuries, it will be necessary to disallow the entire claim unless the claimant—Frank Jarvi—agrees to accept such proportionate share of the uninsured loss as the amount
19 claimed for real estate and personal property bears to the total amount claimed for real estate, personal property, and personal injuries less the proportionate amount heretofore paid to you.

"Further action on the claim will be suspended pending your reply hereto, and it is requested that same be furnished at the earliest practicable date.

"Respectfully,

(Signed) J. E. BURNS, *Unit Head.*"

XV

Answering paragraph XV, defendant denies each and every allegation contained therein in the manner and form as alleged, and, particularly denies that plaintiff filed in the General Accounting Office or with this defendant "positive proof of the fact that no allowance whatsoever was made for or on account of personal injury or for any claim growing out of any personal injury," and, also, particularly denies that this

defendant "arbitrarily, unlawfully, and in violation of his duties and obligations * * * refused to reconsider said claim or to make investigation of the facts." This defendant avers, on the contrary, that full consideration was given to the application of the plaintiff for further consideration of his claim and to the *ex parte* affidavits based upon recollection and hearsay which were filed in support of the plaintiff's contentions that his said claim did not embrace any items for personal injury or growing out of any personal injury, and it was found that the said *ex parte* affidavits could not be accepted to establish the facts upon which the plaintiff relied; also the report and records furnished by the Director General of Railroads seemed to establish that the facts were otherwise than contended for by the plaintiff. Answering further, this defendant avers that in response to the said letter of August 27, 1936, there finally was received in the General Accounting Office on March 20, 1939, a letter dated March 20 17, 1939, from the plaintiff's counsel at Duluth, Minnesota, wherein the said counsel on the plaintiff's behalf formally advised this office as follows:

"Reference is made to your letter of August 27, 1936, wherein you state as follows:

"It has been held that the act of August 27, 1935, makes no provision for payment of personal-injury claims, and since there is no segregation as between losses of property and personal injuries, it will be necessary to disallow the entire claim unless the claimant—Frank Jarvi—agrees to accept such proportionate share of the uninsured loss as the amount claimed for real estate and personal property bears to the total amount claimed for real estate, personal property, and personal injuries less the proportionate amount heretofore paid to you."

"You are advised that the claimant, Frank Jarvi, declines to accept your proposal as therein stated."

As the result of this notification, the Claims Division of this office, in formal settlement of April 13, 1939, disallowed the entire claim presented for the reason that the plaintiff had refused to accept the proportionate share of the uninsured loss which his property claims bore to the total amount claimed for property loss and personal injury.

XVI

Answering paragraph XVI, defendant admits that plaintiff has made demand upon the General Accounting Office for the

certification to the Secretary of the Treasury for payment of the claim covered by the present complaint in the sum of \$4,302, but defendant denies the remaining allegations of plaintiff's paragraph XVI. Further answering paragraph XVI, this defendant avers that in view of the notice received from the plaintiff that he would not accept payment upon the basis of the ratio which his property claims bore to the total claim filed on his own behalf for property damage and damages resulting from the personal injury to his wife, the claim of the plaintiff has not been allowed in any amount in view of the fact that the statute involved does not authorize any payment on account of personal injury claims.

21

XVII

Answering paragraph XVII, defendant admits that the plaintiff filed a claim in the General Accounting Office covering alleged damages for property and as a result of injuries to his wife, which claim, except for the dual file numbers, was filed in the General Accounting Office in the form manifest from plaintiff's Exhibit "B"; otherwise, defendant denies each and every allegation contained in plaintiff's paragraph XVII, and particularly denies that plaintiff is entitled to have the said claim certified for payment by this defendant, in the amount asserted to be due.

Further answering said complaint, this defendant says that he is charged with the administration of Private Act No. 336, 74th Congress, approved August 27, 1935, 49 Stat. 2194, by the terms thereof, and with the interpretation of its provisions, and that he has interpreted said Act as relating exclusively to property losses, and that the term "loss" as used therein is not applicable under the context of said statute to claims arising from personal injury or death.

The defendant further alleges that:

1. Private Act No. 336, 74th Congress, approved August 27, 1935, 49 Stat. 2194, refers exclusively to property losses, as the term "loss" used therein is not applicable under the context of such statute to claims arising from personal injury or death.

2. The interpretation of the statute by this defendant is correct.

3. The interpretation of the statute by this defendant is a reasonable one, and is not so plainly and palpably wrong as to permit this Honorable Court to control his interpretation of the Act by its process.

4. This is in effect, a suit against the United States and cannot be maintained because the United States has not consented to be sued herein.

22 WHEREFORE, this defendant says that the plaintiff should not maintain this suit as the complaint fails to state a claim upon which relief can be granted, and having made full answer, prays that this complaint be dismissed as to him, and that he have his costs against the plaintiff.

EDWARD M. CURRAN,
Edward M. Curran,
United States Attorney,
ALBERT GOLDSTEIN,
Albert Goldstein,
Assistant United States Attorney,
JOHN C. MCFARLAND,
John C. McFarland,
General Counsel,
General Accounting Office,
HARRELL O. HOAGLAND,
Harrell O. Hoagland,
Assistant General Counsel,
General Accounting Office,
Attorneys for Defendant.

Copy of this Answer mailed to George F. Shea, Tower Building, Washington, D. C., this 18th day of June 1940.

ALBERT GOLDSTEIN,
Albert Goldstein,
Assistant United States Attorney,
Attorney for Defendant.

23 In the District Court of the United States
for the District of Columbia

Filed Aug. 17, 1940. Charles E. Stewart, Clerk.

Motion for judgment on the pleadings

Comes now the plaintiff above named and moves the Court as follows:

I

For judgment upon the pleadings in favor of the plaintiff and against the defendant as prayed for in plaintiff's complaint herein.

II

For such other and further relief as to the Court may seem equitable and just.

Said motion will be made upon:

I

All of the files, records, pleadings, and proceedings herein.

II

All of the records and files in the office of the Comptroller General of the United States referred to in the complaint and the answer herein and/or relevant to the issues involved in this action.

24

III

All of the records and files in the general accounting office of the United States relative to the issues involved in this action.

IV

All of the records and files formerly in the office of the Director General of Railroads referred to in Private Act number 336, 74th Congress as conclusive evidence of the amount of plaintiff's loss or damage and the amount thereof remaining unpaid.

V

All of the records and files in the office of the Secretary of the Treasury of the United States relevant to the issues involved in this action.

And said motion will be made upon the following grounds:

I

That there is no issue of fact for determination by the Court.

II

That the only issue to be determined by the Court is one of law.

III

That the matters pleaded and alleged in defendant's answer herein do not constitute a legal defense to plaintiff's complaint or to the granting of the relief prayed for therein.

IV

That the duties imposed upon the defendant herein under the terms and conditions of said Private Act 336 are
25 purely ministerial and do not involve the exercise of judgment or discretion.

V

That the pleadings in this action have been closed, and this motion will not delay the trial of this case.

Dated July —, 1940.

THEODORE HOLLISTER,
N. B. ARNOLD,
LATHERS AND HOAG,
RALPH E. BURDICK,
HANFORD F. COX,
V. J. MICHAELSON and
FRANK YETKA,

By V. J. MICHAELSON,
Attorneys for Plaintiff,
330 Minnesota Building,
St. Paul, Minnesota.

Service acknowledged Aug. 15, 1940.

JOHN W. FIDELLY,
Assist. U. S. Attorney.

GEORGE F. SHEA,
Tower Building, Washington, D. C.
. Attorney of Record for the purpose of service of pleadings.
Filed Aug. 17, 1940. Charles E. Stewart, Clerk.

Notice of motion

To: EDWARD M. CURRAN, *United States Attorney*, ALBERT GOLDSTEIN, *Assistant United States Attorney*, JOHN C. MCFARLAND, *General Counsel, General Accounting Office*, HARRELL O. HOAGLAND, *Assistant General Counsel, General Accounting Office, Attorneys for Defendant:*

Please take notice, that the undersigned will bring the above motion on for hearing before this Court in the District Court of the United States, District of Columbia, Building D between 4 and 5 NW., City of Washington, D. C., on the

day of, 1940, at o' clock in the forenoon of that day, or as soon thereafter as counsel can be heard.

Dated July, 1940.

THEODORE HOLLISTER,
N. B. ARNOLD,
LATHERS AND HOAG,
RALPH E. BURDICK,
HANFORD F. COX,
V. J. MICHAELSON and
FRANK YETKA,

By V. J. MICHAELSON,
Attorneys for Plaintiff,
330 Minnesota Building,
St. Paul, Minnesota.

GEORGE F. SHEA,
Tower Building, Washington, D. C.

GEORGE F. SHEA,
Attorney of Record for the purpose of service of pleadings.

26 In the District Court of the United States for
the District of Columbia

Affidavit—N. B. Arnold

Filed Aug. 17, 1940. Charles E. Stewart, Clerk.

STATE OF MINNESOTA,
County of St. Louis, ss:

N. B. Arnold, being first duly sworn, says he is one of the attorneys for the plaintiff above named. That he is one of the attorneys who tried many of the test cases growing out of the Minnesota forest fires of October 1918, and conducted the settlements made in behalf of various claimants who lost property and sustained injury in said forest fire with the Railroad Administration.

That deponent is familiar with the procedure followed in making the settlement of said forest fire claims, and knows of his own knowledge that, after the trial of test cases in various cases, James C. Davis, Director General of Railroads, as Agent for the President under the Transportation Act of 1920, made certain proposals of settlement covering various areas in the burned over territory, and that following said proposals of settlement, and pursuant thereto, various claimants, including the plaintiff, filed verified claims for their losses and injuries, and claims for wrongful death of persons who lost their lives in the fire were also filed and settled under said proposals.

That deponent took part in the preparation and filing of many of said claims, and in the settlement of the same with the agents of the Railroad Administration, and was familiar with the stipulation for settlement, release, judgment entered, and satisfaction thereof. That deponent was also fa-

27 miliar with the fact that the proposal of settlement made by said James C. Davis provided for the payment of certain percentages in various areas covered by said fire, and that such percentages were applied in each instance to the amount agreed upon as the loss or damage sustained.

That deponent is informed and verily believes true that all permanent records made pertaining to the actions commenced, the settlements and payments made, were kept by the Director General of Railroads in a large journal or claim register, and in various files in which the record of each claim was made and kept, and which records are still intact, and as deponent is informed and verily believes are now in possession of the Secretary of the Treasury of the United States.

That deponent is also familiar with the application made by the various claimants to the Congress of the United States for an Act authorizing and directing the payment of the balance of the losses, agreed upon by the Director General, above the amount theretofore paid, in order that claimants could be paid one hundred cents on the dollar for their losses, as agreed upon, and is familiar with the steps taken before the committees, which resulted in the passage of Private Law 336, 74th Congress. That said Act provides that the records of the Director General of Railroads shall be evidence of all of the facts therein set forth, and of the identity of the parties entitled to payment under said Act.

That deponent is also familiar with the fact that no distinction whatsoever was made by the Director General of Railroads in the settlement of said claims involving property loss, injury to person or wrongful death, and that each and all of said claims of the various classes were settled in the various areas upon the percentage agreed upon for such area, and that in all of the proceedings before Congress no distinction was made between the various classes of claims, and that all

28 through such proceedings the records show that Congress considered not only the loss of property, but the injury and death claims as well.

That plaintiff is advised and verily believes true that the Comptroller General requested the custodian of the records of the Director General of Railroads that he furnish a certificate as to each and every claim, showing all of the facts necessary

to an examination and audit of each of said claims, and states upon information and belief that the Comptroller General's records contain such certificate showing all of the facts essential to the examination, audit and payment of such claim.

Deponent further states that he is informed and verily believes true that the only objection made to the payment of the claim of plaintiff by the Comptroller General was that Private Law 336—74th Congress did not cover claims for injury to person and for wrongful death, and that in no instance did the Comptroller General refuse to pay said claim on any other ground.

Further deponent saith not.

N. B. ARNOLD.

N. B. Arnold.

Subscribed and sworn to before me this 26 day of July 1940.

A. M. GOGINS,

A. M. Gogins,

Notary Public, St. Louis County, Minn.

My commission expires Sept. 6, 1946.

29 District Court of the United States for the

District of Columbia

Filed Oct. 30, 1940. Charles E. Stewart, Clerk.

Order of substitution

Upon consideration of the petition and motion filed herein by Plaintiff and it appearing to the Court that good cause has been shown, it is, by the Court, this 10th day of October 1940, ordered, that Richard N. Elliott the Acting Comptroller General of the United States, be and he hereby is substituted as party defendant in the place and stead of Fred H. Brown, resigned.

BOLITHA J. LAWS,

JUSTICE.

30 United States of America General Accounting
Office

Civil 6623

Filed Oct. 10, 1940. Charles E. Stewart, Clerk.

Pursuant to the act of June 10, 1921, 42 Stat. 24, I hereby certify that the annexed documents, numbered A-1 to A-67,

inc., are true copies of the official documents now on file in the General Accounting Office in the following case: Frank Jarvi.

In witness whereof, I have hereunto set my hand and caused the seal of the General Accounting Office to be affixed this 18th day of October, in the year 1940, at Washington.

[SEAL]

R. N. ELLIOTT,
Acting Comptroller General of the United States.

31 Settlement Certificate, General Accounting
Office, Claims Division, Washington, D. C.

FRANK JARVI,

% *R. E. Burdick, Attorney at Law,*
1108 Alworth Building, Duluth, Minnesota.

SIR: Your claim No. 0543474 for \$4,302, amount alleged to be due under the act of August 27, 1935, Private No. 336, 74th Congress, as a result of fire originating from the operation of railroads, by the United States, in the State of Minnesota, on or about October 12, 1918, has been carefully examined and it is found that no part thereof may be allowed for the reasons hereinafter stated.

The records show that two claims were filed by you under the Transportation Act of 1920, one for personal injuries in the amount of \$17,500, and the other for damages to real estate in the amount of \$6,987.25, and damage to personal property in the amount of \$5,889.50, property damages aggregating \$12,876.75, and the total claims filed by you aggregating \$30,376.75. Settlement was made on the basis of adjusted loss and damages of \$9,000 with a judgment entered by the court for \$3,234 (including \$366 paid for account of Insurance Company) with no segregation of the amount as between personal injuries and property damages.

It has been held that the act of August 27, 1935, makes no provision for the payment of personal injury claims, and since there is no segregation as between losses of property and personal injuries, you were advised by office letter of August 27, 1936, that it would be necessary to disallow the entire claim unless you agreed to accept such proportionate share of the uninsured loss as the amount claimed for real estate and personal property bears to the total amount claimed for real estate, personal property and personal injuries, less the proportionate amount heretofore paid to you. By letter dated March 17, 1939, R. E. Burdick, Attorney at Law, states that you declined to accept such compromise, and in view thereof your claim must be disallowed.

NOTE.—If this settlement by the Claims Division of the General Accounting Office is believed to be incorrect in any particular and the matters relied upon by claimant to support such view are clearly stated in a request for review filed with the Comptroller General of the United States at Washington, D. C., within 1 year from the date hereof, the settlement will thereupon be reviewed under his personal supervision.

32 Settlement Certificate, General Accounting Office, Claims Division, Washington, D. C.

I therefore certify that no balance is found due you from the United States.

Respectfully,

Comptroller General
of the United States.
By B. W. EATON.

CC, Records Division, Mr. Detweiler.

NOTE.—If this settlement by the Claims Division of the General Accounting Office is believed to be incorrect in any particular and the matters relied upon by claimant to support such view are clearly stated in a request for review filed with the Comptroller General of the United States at Washington, D. C., within 1 year from the date hereof, the settlement will thereupon be reviewed under his personal supervision.

33

LAW OFFICES

Theo. Hollister, N. B. Arnold, Lathers & Hoag, Burdick & Campbell, Providence Building, Duluth, Minn. General Accounting Office, Mar. 22, 1939, 9:38 A. M. Frank Yetka, Cox & Michaelson. General Accounting Office. Received Mar. 20, 1939. Records Division. Filed Oct. 30, 1939. Charles E. Stewart, Clerk.

1108 ALWORTH BLDG.,
Duluth, Minn., March 17, 1939.

Re Misc-0543474—Frank Jarvi, Cloquet, Minnesota

GENERAL ACCOUNTING OFFICE.

Attn: Minn. Fire Claims Div., Washington, D. C.

GENTLEMEN: Reference is made to your letter of August 27, 1936, wherein you state as follows:

“It has been held that the act of August 27, 1935, makes no provision for payment of personal-injury claims, and since

there is no segregation as between losses of property and personal injuries, it will be necessary to disallow the entire claim unless the claimant—Frank Jarvi—agrees to accept such proportionate share of the uninsured loss as the amount claimed for real estate and personal property bears to the total amount claimed for real estate, personal property, and personal injuries less the proportionate amount heretofore paid to you.”

You are advised that the claimant, Frank Jarvi, declines to accept your proposal as therein stated.

Yours very truly,

R. E. BURDICK.

REB:SJT.

General Accounting Office. Received March 27, 1939. Miscellaneous Unit.

Information concerning the foregoing matter is available at any of the offices listed above.

34 COMPTROLLER GENERAL OF THE UNITED STATES,
Washington, May 5, 1937.

A-28277.

A-34586. Records. JCP. #0543474. Filed Oct. 30, 1938.

Charles E. Stewart, Clerk. General Accounting Office. Received Mar. 27, 1939. Miscellaneous Unit.

Messrs. MULLEN & SHEA,
Tower Building, Washington, D. C.

GENTLEMEN: There has been received your letter of March 29, 1937, inclosing a letter of March 27, 1937, from R. E. Burdick, Esq., and certain affidavits referred to in the letter, relative to the claim of Frank Jarvi for \$4,302 under Private Act. No. 336, 74th Congress, approved August 27, 1935.

The rules of this office require that when a claimant desires to be represented by an attorney in a matter pending here there should be filed a power of attorney from the claimant so authorizing the attorney. The record does not show that you have filed such a power of attorney authorizing you to represent the claimant in this matter.

However, it may be said that the records in the case show that there were originally filed two claims in the matter, one for \$17,500 for personal injuries, and the other for \$12,876.75 for damages to real and personal property, the two claims totaling \$30,376.75; that the adjusted loss was fixed at \$9,000 and the uninsured loss at \$7,170, and that judgment was entered in the sum of \$3,234 (including \$336 paid for account

of insurance company), there being, however, no segregation of damages for personal injuries and property damage.

In view thereof and since the act of August 27, 1935, makes no provision for the payment of personal injury claims, Messrs. Burdick and Campbell were, by office letter of August 27, 1936, informed that it would be necessary to disallow the entire claim unless the claimant would agree to accept such proportionate share of the uninsured loss as the amount claimed for real estate and personal property bears to the total amount claimed for real estate, personal property and personal injuries, less the proportionate amount heretofore paid to the claimant. The record does not show that a reply has been received to that letter.

It is contended by Mr. Burdick in his letter of March 27 that the entire present claim represents the balance for damages to real and personal property and no part thereof relates to damages for personal injuries, and in support of that position submits an affidavit of March 25, 1937, by M. E. Louisell, who originally represented the claimant in the matter, and one of March 27, 1937, by B. S. Holmes, formerly a member of the firm of attorneys who represented the Director General of Railroads in the settlement of claims arising out of Minnesota fires of October 12, 1918. However, the records of the Director General of Railroads indicate that the settlement as originally adjusted was a settlement of the claims for damages for both personal injuries and property loss, and as stated, the records of the judgment originally rendered in the matter, do not show a segregation of the two classes of damages. In view thereof, and without discussing in detail the affidavits other than to say that the affidavit of Mr. Louisell appears to be based merely on his recollection as refreshed by certain memoranda referred to in the affidavit, and that of Mr. Holmes appears to be based principally on the affidavit of Mr. Louisell, the affidavits may not be accepted as sufficient to establish that the present claim relates only to damages to real and personal property.

Accordingly, on the record as it now appears, it will be necessary to disallow the entire claim.

Respectfully,

(Signed) R. N. ELLIOTT,
Acting Comptroller General of the United States.

36 Arthur F. Mullen, George F. Shea. Telephone District 2400. Teletype Washington 192. Cable Washington Armullen.

LAW OFFICES, MULLEN & SHEA,
TOWER BUILDING,
Washington, D. C., March 29, 1937.

Filed Oct. 30, 1938. Charles E. Stewart, Clerk. Received G. A. O., Mar. 30, 1937. Recorded.

A-28277.

A-34586.

In re: Misc-0543474—JMT—Frank Jarvi, Cloquet, Minn.

Col. O. R. McGuire,

General Accounting Office, Washington, D. C.

DEAR COLONEL MCGUIRE: For the reason that parties connected with the claimant are pressing him for immediate payment of this claim, Mr. Burdick has requested me to send you the enclosed which I believe you will find self-explanatory.

If it is possible I shall be very glad to make any oral explanations of this claim which may be necessary.

Yours very truly,

MULLEN & SHEA.
By GEORGE F. SHEA.

GFS:R.

37

LAW OFFICES

Theo. Hollister, N. B. Arnold, Lathers & Hoag, Burdick & Campbell, Providence Building, Duluth, Minnesota. Frank Yetka, Cox & Michaelson, Cloquet, Minnesota. Filed Oct. 30, 1938. Charles E. Stewart, Clerk.

1108 ALWORTH BLDG.,
Duluth, Minn., March 27, 1937.

Re: Misc-0543474—JMT—Frank Jarvi, Cloquet, Minnesota

GENERAL ACCOUNTING OFFICE,

Attn: Minnesota Fire Claims Division, Washington, D. C.

GENTLEMEN: With reference to the above captioned claim which you have declined to pay on account of a belief that some part of the balance due was represented by loss on account of personal injury, I enclose herewith an affidavit made by M. E. Louisell based upon his memorandum and

records in the file and books relating to the settlement originally made.

I also enclose an affidavit of Donald S. Holmes, who was one of the attorneys representing the Director General of Railroads at the time that the original settlement was made.

These two affidavits set out the facts so far as they can be ascertained at the present time and we feel that they really show that this claim is wholly for and on account of loss of real and personal property and that no personal injury is involved, and it may be that your files disclose some further facts which you have not called to our attention in your communication.

I feel that this claim is in line for immediate certification for payment and therefore request your early and prompt consideration.

Yours very truly,

R. E. BURDICK,
For Above Attorneys.

REB:SJT.

Encl.

Information concerning the foregoing matter is available at any of the offices listed above.

38 STATE OF MINNESOTA,
 County of St. Louis, ss:

M. E. Louisell being first duly sworn, on oath, deposes and says:

That he now is and for more than twenty-five (25) years last past he has been an attorney-at-law, duly authorized and engaged in the practice of his profession in the City of Duluth, County of St. Louis and State of Minnesota.

That during the period of time from 1918 until after 1923 he was associated with one John Heino, an attorney-at-law, now deceased, in litigating and settling causes of action for losses sustained by persons in Minnesota as a result of the fire of October 12, 1918, caused by the railroads while under Government control, and more particularly while the said railroads were being operated by the Director General of Railroads of the United States.

That this affiant, together with the said John Heino, now deceased, were the attorneys for and represented one Frank Jarvi in a suit for damages sustained to real and personal property for and on account of the said fire of October 12, 1918, and another cause of action on account of loss sustained

by him by virtue of injuries sustained by his wife, Ida Jarvi, in the same fire of October 12, 1918.

That at the said time this affiant and his associate, John Heino, now deceased, were attorneys for and represented one Ida Jarvi, wife of Frank Jarvi, on account of injuries sustained by her in the said fire of October 12, 1918.

That after said causes of action were started and issues were joined negotiations for an adjustment of the losses represented in the said causes of action were had with attorneys for the Railroad Administration of the United States, and that after various conferences were had and various evidence was submitted and after the so-called verified claim, otherwise known as question'aire, had been filed and appraisals upon said losses were made and determined by the United States Railroad Administration, both as to property and as to injuries, a final discussion resulted in determining the amount of the losses of each of said parties.

39 That the claims asserted by this claimant, Frank Jarvi, on account of the losses sustained by him by virtue of the injuries to his wife, Ida Jarvi, in the said fire were then and at that time for the purposes of negotiation considered with and as a part of the claim of Ida Jarvi in a suit pending against the United States Railroad Administration for and on account of injuries sustained by her as a result of the said fire, and which injuries were later settled with the said Ida Jarvi on a basis of \$10,000.00 of which \$4,000.00 was paid by the United States Railroad Administration.

That this affidavit is made and based upon the best recollection of this affiant as to what actually transpired at that time and which recollections are refreshed by the memorandums hereinabove referred to, together with the entries and notations appearing in a book of account kept by him wherein he has indicated that the claim as settled with Frank Jarvi represented a property claim, and that in said book on another page thereof, there appears reference to the claim of said Ida Jarvi, as "personal injury."

M. E. LOUISELL.
M. E. Louisell.

Subscribed and sworn to before me this 25th day of March 1937.

LOYO J. PALMER.
Loyo J. Palmer,
United States Commissioner, District of Minnesota.

40 STATE OF MINNESOTA,
 County of St. Louis, ss:

D. S. Holmes, being first duly sworn, on oath says:

That he was a member of the firm of Baldwin, Baldwin, Holmes & Mayall, which firm acted as attorneys for the Director General of Railroads in the settlement of claims arising out of the Minnesota fires of October 12, 1918; that affiant and Albert Baldwin, who was also a member of said firm, were personally in charge of said settlements, and that affiant is familiar with the manner in which the same were handled.

That there has been exhibited to affiant an affidavit sworn to by one M. E. Louisell relating to the settlement of claims interposed by Frank Jarvi and Ida Jarvi, his wife; that affiant has transmitted all of his records in connection with said fire claims to the Director General of Railroads at Washington, D. C., and has no independent recollection of the claims of said Frank Jarvi and Ida Jarvi, but that, assuming the facts in said affidavit to be true, affiant is of the opinion that no allowance was made in the claim of Frank Jarvi on account of any loss sustained by him through the personal injuries sustained by his wife in said fire. Affiant's conclusion in this regard is based upon the statement that settlement was effected with Ida Jarvi on the basis that her total personal injury loss was \$10,000 on account of which 40%, or \$4,000 was paid in settlement. The terms of the settlement offer applicable to these cases provided that the maximum amount to be paid on account of the personal injuries to any one person should not exceed the settlement percentage of a total loss of \$10,000. In consequence, if settlement was made with Ida Jarvi on account of the entire \$10,000 allowed for her injuries, no amount on account of such injuries would have been included in the settlement with Frank Jarvi, her husband.

D. S. HOLMES.

Subscribed and sworn to before me this 27th day of March 1937.

[SEAL]

T. K. LONG,
T. K. Long,

Notary Public, St. Louis County, Minn.

My Commission Expires Aug. 22, 1942.

41

AFFIDAVIT

42 Misc-0543474-JMT.

AUG. 27, 1936.

BURDICK AND CAMPBELL, ET AL., *Attorneys,*
Providence Building, Duluth, Minnesota.

SIRS: Reference is made to your claim on behalf of Frank Jarvi, Cloquet, Minnesota, for amount alleged to be due on account of loss incurred as a result of fire originating from the operation of railroads by the United States, in the State of Minnesota, on or about October 12, 1918.

The records show that you filed two claims—one for personal injuries in the amount of \$17,500.00, and the other for damage to real estate in the amount of \$6,987.25 and damage to personal property in the amount of \$5,889.50—property damages aggregating \$12,876.75—the total claims filed by you aggregating \$30,376.75. Settlement was made on the basis of adjusted loss and damages of \$9,000.00 with a judgment entered by the court for \$3,234.00 (including \$366 paid for account of Insurance Company) with no segregation of the amount as between personal injuries and property damages.

It has been held that the act of August 27, 1935, makes no provision for payment of personal-injury claims, and since there is no segregation as between losses of property and personal injuries, it will be necessary to disallow the entire claim unless the claimant—Frank Jarvi—agrees to accept such proportionate share of the uninsured loss as the amount claimed for real estate and personal property bears to the total amount claimed for real estate, personal property, and personal injuries less the proportionate amount heretofore paid to you.

Further action on the claim will be suspended pending your reply hereto, and it is requested that same be furnished at the earliest practicable date.

Respectfully,

J. E. BURNS, *Unit Head.*

jw.

43

UNITED STATES RAILROAD ADMINISTRATION,
Washington, June 23, 1936.

Henry Morgenthau, Jr., Director General of Railroads and Agent of the President. Wallace B. Robinson, Assistant Director General of Railroads. Claims Development Unit. Received June 30, 1936. G. A. O. Records Division. P-92-5082, 5081. Received June 29, 1936. G. A. O. General Accounting Office. Received June 29, 1936. Records Division.

Mr. H. W. TERRELL,
*Chief of Section, Records Division,
General Accounting Office, Washington, D. C.*

DEAR SIR: In connection with the settlement of the claim of Frank Jarvi covered by your file Dev-0543474-MML-C, received with your letter of December 26, 1935, for which administrative report is attached hereto, I am also enclosing an administrative report based on a claim of Frank Jarvi as special administrator of the estate of Ida Jarvi, deceased, which is covered by your file R-0550577-D-JF, transmitted with Mr. Fallon's letter of January 20, 1936.

In the claim of Frank Jarvi, individually, there is included an item for medical expense, loss of services, and disfigurement of the said Ida Jarvi, which has proven a difficult matter to analyze, but it is my thought that if you have before you both of the claims of Frank Jarvi it may assist you in determining what amount should be deducted for the settlement relating to the injury to Mrs. Jarvi.

Yours very truly,

WALLACE B. ROBINSON,
Wallace B. Robinson,
Assistant Director General.

WBR:tar,

44 UNITED STATES RAILROAD ADMINISTRATION,

Henry Morgenthau, Jr., Director General of Railroads and Agent of the President. Wallace B. Robinson, Assistant Director General of Railroads. USRA file No. P. 92-5082. GAO file No. Dev.-0543474-MML-C. Letter dated December 26, 1935.

Washington, June 23, 1936.

COMPTROLLER GENERAL OF THE UNITED STATES,
Claims Division, Washington, D. C.

SIR: I submit herewith administrative report and comment on claim filed by the following-named claimant for fire loss sustained in the State of Minnesota during October 1918, for which relief has been granted by Private Act No. 336 of August 27, 1935.

Name of present claimant R. E. Burdick for Attorneys for Frank Jarvi.

Address, Cloquet, Minn.

BASIS OF SETTLEMENT BY DIRECTOR GENERAL

Plaintiff, Frank Jarvi vs. James C. Davis. District Court, 11th Judicial District, County of Carlton, Minn. Location of damaged property, Medical expense, loss of services & disfigurement of wife, Ida Jarvi, injured in Sec. 18-49-17; real and personal property Sec. 18-49-17 Carlton Co., Minn.

Amount of total loss claimed P. I. \$17,500.00; R. & P. P. \$12,876.75	\$30,376.75
Amount of total loss as adjusted	\$9,000.00
Amount of insurance paid by Insurance Company	\$1,830.00
Name of Insurance Company, Bankers & Merchants Fire Ins. Co.	
Uninsured loss	\$7,170.00
Uninsured loss paid for account of plaintiff @ 40%	\$2,868.00
Insured loss paid for account of Insurance Company @ 20%	\$366.00
Amount of judgment	\$3,234.00

RECORD OF PAYMENT

Check No. 15562. Date, February 8, 1923. Amount, \$3,234.00. Payee, Albert Baldwin, Special Counsel. Voucher No. Feb. 1923. DJ 292. Quarter ended March 31, 1923. Paid from appropriation "Loans to Railroads after termination of Federal Control" (OX-962). Accounts of Ralph Blaisdell. D. O. Symbol 92602. Check paid by Treasurer U. S. February, 1923.

45 Supporting the settlement made by the Director General, I enclose the following documents:

Verified claims signed by plaintiff.

Copy of stipulation for judgment.

Letter from Albert Baldwin, former Special Counsel showing basis of settlement.

Release signed by plaintiff.

Release signed by insurance company.

Judgment was entered on February 2, 1923, and evidence of satisfaction is attached to voucher now in your possession.

Attention is called to the fact that the present claim is based on a Director General settlement which involved a claim for damage to real and personal property in the amount of \$12,876.75, also for medical expense incurred, disfigurement and loss of services, comfort and assistance of a wife in the amount of \$17,500.00.

Our file does not show the basis used in determining the total adjusted loss of \$9,000.00. For your information, I am attaching hereto a copy of the complaint, Superintendent of

Adjuster's report for Special Counsel, and office work sheet, form 3854.

It will be noted in the complaint \$11,000.00 is claimed for damage to real and personal property, in the verified claim \$12,876.75, our Adjuster's estimate was \$7,176.00, and in the first column on form 3854 \$4,000.00 is set up.

In view of the \$9,000.00 shown in the second column of form 3854 as the total loss reconsidered (1) and the notation "this includes personal injury claim, etc." it would appear the increase of \$5,000.00 was an allowance for the claim arising out of the loss on account of personal injuries. This, however, is not conclusive as we have no evidence of what transpired between the time the claim was first considered and its reconsideration.

Since there is no copy of a written offer or acceptance, it would be my suggestion that the burden of proof be placed upon the present claimant.

Papers which accompanied letter of Records Division are returned herewith.

Claimant is not indebted to the Director General.

Respectfully,

WALLACE B. ROBINSON,
Wallace B. Robinson,
Assistant Director General.

WBR:tar
Encls.

46 Do not fill in

.....
Name of Claimant
.....
Location of Property
.....
Railroads Involved
.....

Claim No. 4151. U. S. Railroad Administration, Minnesota Fire Section, Great Northern & Missabe Lines. May 24, 1922.

Zone No. 2.—Verified Claim Against United States of America Railroad Administration for Property Damage From Fires of October 12, 1918

(Does not include personal injury or death)

TO BE MADE OUT IN DUPLICATE

One original must be signed and sworn to before Notary Public
Copy must be complete including all signatures

Name of Claimant (Print).....
First name in full name. Initial. Last name in full.

Address of Claimant.....
Street and Number. Post Office. State.

Locality where damage sustained.....
Give City, Village, or Government Subdivision.

Total Damage Sustained:

Real estate	\$6,987.23
Personal property	5,889.50
Total loss	\$12,876.75

These claims will be carefully investigated and if exaggeration or fraud is found offenders will be reported to U. S. Department of Justice under following Federal Statutes:

Section 5438 U. S. Revised Statutes Amended October 23, 1918:

"Whoever shall make or cause to be made or present or cause to be presented, for payment or approval, to or by any person or officer in the civil, military, or naval service of the United States, or any department thereof any claim upon or against the Government of the United States, or any department or officer thereof knowing such claim to be false, fictitious, or fraudulent; or whoever, for the purpose of obtaining or aiding to obtain the payment or approval of such claim, or for the purpose and with the intent of cheating and swindling or defrauding the Government of the United States, or any department thereof shall make or cause to be made or used, any false voucher account, claim, certificate, affidavit, or deposition, knowing the same to contain any fraudulent or fictitious statement or entry; shall be fined not more than \$10,000.00 or imprisoned not more than ten years, or both."

Sections 3490, 3491, and 3493 United States Revised Statutes provide in addition that any person violating any part of the above statute shall forfeit two thousand dollars and that any citizen knowing of the fraud may start proceedings to recover this amount and shall be entitled to receive and keep one thousand dollars of this sum.

47

INSTRUCTIONS

1. This claim must be filed in duplicate (original and one exact copy).

2. Every blank must be filled in and every question answered, use the words, "None" or "No" where applicable, but do not leave any matter unanswered.

3. Each attached sheet, must be signed by the claimant and firmly attached inside these cover pages. Staple or pin through left hand margin in space indicated.

4. Figures given are to be total loss sustained by claimant; not any percentage of the loss.

5. Use typewriter or ink in filling out claim; the use of typewriter will facilitate checking and hasten adjustment; all words and figures must be legible.

6. Claims not correctly made out will be returned without investigation, and subsequent claims received before corrected claim is received will be assigned earlier numbers and investigated first.

7. Personal property schedules.—If any property described was situated elsewhere than at the residence or place of business of claimant, give location and brief description of such property on blank sheet of paper, signed by claimant, and attached like other schedules. On articles produced or manufactured by claimant such as grain, cordwood, etc., disregard columns calling for cost and date when new. On all other articles worth ten dollars or more, cost and date when new must be stated, accurately if known. If not known, give as close estimate as possible. Small articles such as silverware, table linen, small clothing items, etc., may be grouped with quantity indicated, and cost and year purchased approximated. Where such groups amount to more than \$15.00 they must be so itemized as to permit estimate of value by investigators.

8. If insufficient space is provided for any entry, put additional matter together with any other facts affecting claim on blank sheets, sign same and attach inside cover sheet.

Further Investigation

Agents of the United States Railroad Administration will make further investigation of the claims made herein. Claimant, by filing this claim, agrees, upon request, to answer fully, truthfully, and correctly such further questions, and furnish such other information in regard to such matters as he may be able to do. Failure to comply fully with such requests will absolutely prevent adjustment until compliance.

48

SCHEDULE OF REAL ESTATE LOSS

Includes All Damage to (1) Buildings, (2) Standing Timber,
(3) Land

A

Description of Real Estate

(Here give legal description of all real estate on which claimant claims damages. Give lot and block, or subdivision, section, town, and range.)

Northwest Quarter of Northeast Quarter, and the Northeast Quarter of the Northwest Quarter, Section Eighteen, Township Forty-Nine, North of Range Seventeen, West Carlton County, Minnesota.

B

Title and Possession

1. Was claimant fee owner of all real estate above described on Oct. 12, 1918? Yes.

2. Was claimant in possession of all or part of said real estate on Oct 12, 1918? Indicate facts. Yes; Claimant was in actual possession; living there.

3. Was any other person in possession or occupancy of any part of said real estate on Oct. 12, 1918, and, if so, under what agreement, right, or claim? Give names and addresses, if known, of any such person. No.

4. Did any other person have or make any claim to any interest in said real estate or the buildings, timber, and structures thereon on Oct. 12, 1918? If so state name, address, and nature of claim. No.

5. What encumbrances (mortgages, contracts for sale, liens, timber deeds, etc.) were in existence on October 12, 1918, affecting all or part of said lands? Give (1) name of holder, (2) amount unpaid, (3) book and page of record, if any, (4) whether mortgage, lien, or other encumbrance. If none, so state. If since satisfied, so state. First National Bank of Cloquet had mortgage for \$550.00. Satisfied January 28, 1919. Recorded February 1, 1919, Book 22, of Mortgages Page 196.

49 6. Give book and page of record, or if unrecorded, attach true and complete copy of deed, contract, or other instrument under which claimant held title or possession on October 12, 1918. If under contract, give balance now

unpaid and name of owner. Patent recorded January 16, 1914, in Book 48 of Deeds, page 594.

C

Attorney's Certificate

The undersigned hereby certifies that he is a duly licensed attorney at law for Minnesota and has made thorough examination of the record title to all the above described real estate; that, as a result of such examination, he is of the opinion that on Oct. 12, 1918, the fee title of record in said premises was in Frank Jarvi subject only to the following contracts, leases, encumbrances, agreements, and defects in title (Here set out any such matter with reference to record. If space insufficient, attach rider with signature of attorney. Mortgage First Nat. Bank Cloquet for \$550. Satisfied subsequently Jan. 28, 1919. Book 22 mortgages p. 196.

No recorded instrument since said date assigns or purports to assign claimant's right to damages to said real estate from fire on Oct. 12, 1918.

This certificate is made in support of this verified claim for damages against the United States Government, and with the understanding that it will be relied upon by said government in making settlement therefor.

M. E. LOUISELL,
Attorney at Law.

D

Buildings

Use, dwelling, barn, store, etc.	Type of construction, brick, frame, veneer, log, stucco, etc.	When built. Approximate if unknown	Number of stories	Height to eaves	Oct. 1918 value	Amount damage by fire	Do not fill in (for use by investigators)	
				<i>Feet</i>				
Dwelling.....	Log.....	1912	1½	12	\$2,500	\$2,500.00	-----	-----
Barn.....	Stone, cement, and log.	1915	2	14	1,600	1,600.00	-----	-----
Hay barn.....	Log.....	1918	1	14	1,000	1,000.00	-----	-----
Bathhouse.....	Log.....	1912	1½	10	450	450.00	-----	-----
Tool shed.....	Log.....	1911	1	10	200	200.00	-----	-----
Pig pen.....	Log.....	1913	1	6	100	100.00	-----	-----
Woodshed.....	Frame.....	1918	1	8	80	80.00	-----	-----
Toilet.....	Frame.....	1912	1	7	25	25.00	-----	-----
Dog house.....	Frame.....	1914	1	2	10	10.00	-----	-----
Total building damage.....						\$5,965.00		

In this space give rough sketch of ground floor of each building showing arrangement of rooms and outside dimensions.

51 If plumbing, heating, or lighting systems involved, give brief description, type, and cost, and date of installation if known. Plumbing done in 1917, Water cost \$50.00.

E

Standing Timber Damage

Kind of timber (Birch, Tamarack, etc.)	Use to which suited (ties, posts, pulp, etc.)	Quantity killed by fire	Quantity cut or sold since fire	Forties on which situated	Net damage claimed	Do not fill in (for use by in- vestigators)
			(1)			
			(1)			
			(1)			
			(1)			
Total standing timber damage.....					\$.....	

¹ See schedule annexed.

F

Other Land Damage

Here state any other damage to land giving (1) Nature of damage, (2) The forties on which sustained, and (3) Damage claimed.

7 Acres of tame hay field badly burned on NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 18, Township 49, Range 17 West.....	\$140.00
One acre of soil badly burned from two to three feet deep.....	40.00
One mile of four wire fence.....	200.00
Soil of twenty (20) Acres of pasture land burned to depth of about 6". Damage \$10.00 an acre.....	200.00
Soil of 20 acres of pasture land burned to a depth of 3". Damage \$5.00 an acre.....	100.00
6 Apple trees @ \$10 each; 6 plum treest @ \$5 each; 6 gooseberry bushes @ \$2 each.....	102.00
Total damage claimed under this head.....	\$782.00

FRANK JARVI,
Signature of Claimant.

Every sheet must be signed.

Standing Timber Damage

Kind of timber	Use to which suited	Quantity killed by fire	Quantity cut or sold since fire	Forties on which situated	Net damage claimed
Birch.....	Cordwood..	25 Cds. @ \$1.75..	None	NE¼ of NW¼, S.18-49-17.	\$43.75
Poplar.....	Cordwood..	10 Cds. @ \$1.50..	None	NE¼ of NW¼, S.18-49-17.	15.00
Tamarack.....	Cordwood..	45 Cds. @ \$1.50..	None	NE¼ of NW¼, S.18-49-17.	67.50
Birch.....	Cordwood..	45 Cds. @ \$1.75..	None	NW¼ of NE¼, S.18-49-17.	78.75
Balsam.....	Cordwood..	25 Cds. @ \$1.75..	None	NW¼ of NE¼, S.18-49-17.	43.75
Tamarack.....	Cordwood..	15 Cds. @ \$1.50..	None	NW¼ of NE¼, S.18-49-17.	22.50
					\$271.25

Claimant has cut after the fire 70 cds. mixed variety of cordwood which had a stumpage value after the fire of 25¢ per cord..... \$17.50

Claimant also cut 40 cds. tamarack cordwood 16" lengths, and 20 cds. balsam cordwood off the piece of land cleared after the fire and out of timber that had no stumpage value.

Claimant also cut about 3,000 feet balsam sawlogs that have been hewed for timber used in construction of buildings. The stumpage value of that timber from which said timber was cut after the fire did not exceed \$2 per M..... 6.00

Claimant has also cut about 5,000 feet balsam sawlogs. Owing to seriously damaged condition of trees from which same was cut the stumpage value at time it was cut did not exceed \$1.50 per M..... 7.50

Claimant also cut 140 birch ties which were cut off timber that was so badly damaged by fire that they had no market stumpage value.

Total standing timber damage..... \$240.25

SCHEDULE OF PERSONAL PROPERTY LOSS

Includes all property loss except to buildings, standing timber, and land.

See instructions No. 7. Use as many of these sheets as necessary.

[Sample entries]

Number or quantity	Kind and description	Cost price when new	Year when new	October 1918 value	Damage by fire	Do not fill out (to be used by investigator)
1.....	Piano—upright Knabe.....	\$300.00	1916	\$150.00	\$150.00	-----
10 bu.....	Oats.....	-----	-----	5.00	5.00	-----
2 doz.....	Table spoons.....	6.00	1910	2.00	2.00	-----

Above is sample only: Start your list below.

Number or quantity	Kind and description	Cost price when new	Year when new	October 1918 value	Dam- age by fire	Do not fill out (to be used by investigator)
1	Saw Set.....	\$1.00	1915	\$1.00	\$1.00	-----
1	Rule.....	1.60	1915	1.45	1.45	-----
12	Chisels.....	8.50	1916	11.90	11.90	-----
6	Files.....	1.20	1918	1.20	1.20	-----
1	Tape Line.....	2.25	1912	2.25	2.25	-----
1	Screw Driver.....	.85	1912	.85	.85	-----
1	Automatic Screw Driver.....	2.25	1917	2.25	2.25	-----
1	Compass (Price went up).....	.75	1912	.85	.85	-----
6	Hammers.....	1.20	1918	1.20	1.20	-----
1	Large Auger.....	3.00	1918	3.00	3.00	-----
1	Crewer.....	2.00	1915	2.00	2.00	-----
1	Whetstone.....	.50	1914	.50	.50	-----
1	Tinner's Snips.....	2.10	1912	2.10	2.10	-----
1	Marking Gauge.....	.90	1918	.90	.90	-----
1	Nailing Machine.....	7.50	1916	7.50	7.50	-----
3	Paint Brushes.....	2.00	{ 1916 1918 }	1.50	1.50	-----
1	Heating Stove (Price went up).....	22.00	1916	38.00	38.00	-----
1	Kitchen Stove.....	35.00	1911	15.00	15.00	-----
1	Table.....	17.00	1917	17.00	17.00	-----
2	Tables.....	9.00	1917	9.00	9.00	-----
3	Tables.....	6.00	1912	6.00	6.00	-----
1	Dresser.....	19.00	1911	15.00	15.00	-----
1	Rocking Chair (Price went up).....	8.00	1915	10.00	10.00	-----
3	Chairs.....	9.00	1918	9.00	9.00	-----
Total "damage by fire" (this page).....					159.45	-----

54	Forward from "Damage by fire" column on opposite side this sheet.....				\$159.45	-----
6	Kitchen Chair.....	\$6.00	1915	\$6.00	6.00	-----
2	Door Curtains (Price went up).....	7.50	1914	11.50	7.50	-----
7	Window Shades (Price went up).....	3.00	1914	4.75	3.50	-----
1	Large Window Shade.....	1.50	1914	2.50	1.50	-----
1	Churn.....	6.50	1917	5.50	6.50	-----
1	Washing wringer (Price went up).....	7.50	1914	10.50	7.50	-----
1	Copper Boiler (New).....	6.00	1918	6.00	6.00	-----
1	Copper Boiler.....	4.00	1914	2.00	2.00	-----
1	Clothes Basket.....	1.75	1916	1.75	1.75	-----
3	Wash Tubs.....	3.00	1918	3.00	3.00	-----
1	Clothes Line & Poles.....	5.00	1916	4.00	4.00	-----
1	Ironing Board.....	1.50	1918	1.50	1.50	-----
1	Curtain Stretcher.....	2.50	1918	2.50	2.50	-----
1	Potato Planter.....	4.00	1918	4.00	4.00	-----
1	Hay Rack.....	4.50	1916	4.50	4.50	-----
1	Hay Carrier.....	10.00	1918	10.00	10.00	-----
1	Rope Hay Carrier.....	9.00	1918	9.00	9.00	-----
2	Blocks.....	5.00	1918	5.00	5.00	-----
2	Double Trees & Single Trees.....	10.00	{ 1917 1918 }	10.00	10.00	-----
4	Shovels.....	4.00	1918	4.00	4.00	-----
1	Snow Shovel.....	1.50	1917	1.50	1.50	-----
2	Axes (New).....	5.00	1918	5.00	5.00	-----
3	Axes.....	3.75	1918	3.75	3.75	-----
100	Ft. Steel Cable.....	10.00	1915	10.00	10.00	-----
2	Hand Hay Rakes.....	1.00	1918	1.00	1.00	-----
3	Pitch Forks.....	4.50	{ 1915 1918 }	3.00	3.00	-----
3	Manure Forks.....	5.00	{ 1915 1918 }	3.75	3.75	-----
1	Broad Axe (Price went up).....	5.00	1917	8.00	5.00	-----
1	Broad Axe.....	4.50	1914	2.00	2.00	-----
Total "Damage by fire" this sheet.....					\$294.20	-----

Every sheet must be signed. Claimant sign here.

FRANK JARVI.

Number or quantity	Kind and description	Cost price when new	Year when new	October 1918 value	Damage by fire	Do not fill out (to be used by investigator)	
55	Forward				\$294.20		
1	Pinchers	\$1.75	1915	\$2.60	2.00		
1	Rasp	.50	1918	.50	.50		
1	Pr. Pliers	.50	1918	.50	.50		
1	Pr. Pliers	1.25	1918	1.25	1.25		
1	Peeling Knife	1.50	1915	1.50	1.50		
1	Wood Slate	1.50	1914	1.50	1.50		
2	Cant Hooks	4.00	{ 1914 1917 }	4.00	4.00		
1	Big Hoe (Price went up)	3.00	1915	3.50	3.50		
3	Grub Hoes (Price went up)	4.50	{ 1914 1918 }	6.00	4.50		
2	Square Shovels (Price went up)	2.00	{ 1915 1918 }	3.50	2.00		
2	Manure Hook	2.00	{ 1914 1917 }	2.00	2.00		
1	Pick	1.00	1914	1.00	1.00		
3	Tie Picks	3.00	{ 1915 1918 }	3.00	3.00		
1	Adze (Not used much)	1.50	1912	1.50	1.50		
1	Wire scissors	2.00	1916	2.00	2.00		
1	Wire Stretcher	1.75	1918	1.75	1.75		
1	Cooking Stove (Price increased)	85.00	1916	110.00	99.00		
1	Brass Bed and Spring Mattresses (Price went up)	45.00	1916	73.00	62.70		
2	Spring Mattresses	30.00	1912	30.00	30.00		
1	Baby's Bed	5.00	1917	5.00	5.00		
1	Quilt (New)	6.50	1917	6.50	6.50		
2	Quilts	7.00	1912	4.00	4.00		
1	Blanket (New)	5.00	1918	5.00	5.00		
7	Blankets	20.00	{ 1911 1916 }	14.00	14.00		
Total "damage by fire" (this page)					552.90		

Every sheet must be signed. Claimant sign here.

FRANK JARVI.

56	Forward from "Damage by fire" column on opposite side this sheet				\$552.90		
6	Sheets	\$10.50	1918	\$10.50	\$10.50		
9	Sheets (New) (Never used)	11.25	1918	11.25	11.25		
2	Sheets with lace	10.00	1916	10.00	10.00		
2	Pillows	6.00	1918	6.00	6.00		
10	Pillows	15.00	{ 1911 1918 }	10.00	10.00		
3	Embroidered Sofa Pillows (never Used)	12.00	1916	12.00	12.00		
2	Sofa Pillows (New)	5.00	{ 1914 1918 }	5.00	5.00		
8	Pillow Cases Embroidered	12.00	{ 1911 1918 }	12.00	12.00		
1	Lamp (Value increased)	5.50	1916	8.00	5.00		
2	Lamps (Value increased)	3.50	1914	5.50	3.50		
1	Watch and Chain	35.00	1915	35.00	35.00		
1	Mantel Clock	8.50	1918	8.50	8.50		
1	New Alarm Clock	2.50	1917	2.50	2.50		
1	Alarm Clock	1.50	1912	1.00	1.00		
1	Revolver	7.00	1916	7.00	7.00		
1	Shot Gun (Price went up)	10.50	1915	12.00	10.00		
1	Shaving Outfit	9.50	1916	9.50	9.50		
1	Coffee Mill	1.50	1912	1.00	1.00		
1	Meat Grinder	2.50	1918	2.50	2.50		
1	Grindstone	1.25	1918	1.25	1.25		
1	Sad Iron & Handle	3.50	1915	2.00	2.00		
1	Cupboard	16.00	1917	16.00	16.00		
2	Bread Boxes	4.00	1915	3.50	3.50		
1	Flour Box	2.00	1915	1.50	1.50		
1	Aluminum Water Kettle	6.75	1918	6.75	6.75		

Number or quantity	Kind and description	Cost price when new	Year when new	October 1918 value	Damage by fire	Do not fill out (to be used by investigator)
1	Aluminum Kettle.....	\$2.50	1918	\$2.50	\$2.50	
1	Aluminum Coffee Pot.....	2.75	1917	2.00	2.00	
5	Kettles—Cooking.....	5.00	{ 1915 1918 }	3.50	3.50	
6	Bread Pans.....	2.00	{ 1915 1918 }	1.50	1.50	
Total "Damage by fire" this sheet.....					755.65	

Every sheet must be signed. Claimant sign here.

FRANK JARVI.

57	Forward.....				\$755.65	
1	Pancake Griddle.....	\$2.00	1917	\$1.50	1.50	
6	Pie Plates.....	.60	{ 1915 1918 }	.60	.60	
1	Coffee Pot.....	1.00	1917	1.00	1.00	
1	Suit of Clothes (Price went up).....	45.00	1917	50.00	50.00	
1	Suit of Clothes.....	20.00	1915	35.00	15.00	
1	Overcoat (Price went up).....	35.00	1917	40.00	40.00	
1	Sheepskin Coat.....	25.00	1914	20.00	20.00	
1	Pr. Wool Trousers.....	7.50	1918	7.50	7.50	
1	Wool Jumper.....	6.00	1918	6.00	6.00	
1	Wool Jumper.....	5.00	1917	8.00	2.00	
1	Wool Sweater.....	7.00	1918	7.00	7.00	
1	Machinaw.....	13.00	1917	9.00	9.00	
1	Pr. Wool Underwear.....	5.50	1917	4.00	4.00	
1	Pr. Wool Underwear.....	7.00	1918	7.00	7.00	
1	Woolen Mittens.....	2.00	1918	2.00	2.00	
8	Wool Stockings.....	12.00	1918	12.00	12.00	
1	Wool Sweater.....	3.00	1918	3.00	3.00	
1	Overcoat.....	15.00	1916	15.00	15.00	
1	Pr. Leather Mittens.....	2.00	1918	2.00	2.00	
1	Plane 18 in.....	6.00	1916	6.00	6.00	
1	Plane (Stanley 45 in).....	13.00	1917	13.00	13.00	
1	Plane 12 in.....	5.50	1914	5.50	5.50	
2	Plane 7 in.....	5.00	1917	4.00	4.00	
Total "Damage by fire" (this page).....					\$988.75	

58	Forward from "Damage by fire" column on opposite side this sheet.....				\$988.75	
1	Iron Level 24 in.....	\$5.00	1914	\$4.00	4.00	
1	Wood Level 26 in.....	2.00	1917	2.00	2.00	
1	Hatchet.....	1.50	1915	1.50	1.50	
4	Hammers.....	6.00	1918	6.00	6.00	
1	Blacksmith Hammer.....	2.00	1915	1.50	1.50	
1	Large Square 24 in.....	2.00	1914	2.00	2.00	
3	Squares 7½ in.....	3.00	{ 1914 1918 }	2.00	2.00	
1	Brace Bit & Handle.....	8.00	1915	8.00	8.00	
1	Saw.....	3.50	1916	3.00	3.00	
1	Rip Saw.....	3.50	1916	3.50	3.50	
1	Saw.....	2.50	1917	2.50	2.50	
2	Saws.....	1.50	1916	1.50	1.50	
1	Cross Bar.....	.50	1917	.50	.50	
1	Coat.....	22.00	1918	22.00	22.00	
1	Winter Coat.....	35.00	1914	15.00	15.00	
1	Coat.....	17.75	1918	17.75	17.75	
1	Ladies Coat.....	13.50	1916	10.00	10.00	
1	Sweater.....	8.00	1918	8.00	8.00	
1	Sweater.....	4.50	1915	2.00	2.00	
1	Wool Dress.....	12.00	1916	10.00	10.00	
1	Wool Dress.....	12.00	1918	12.00	12.00	
2	Wool Skirts.....	16.00	1917	10.00	10.00	
2	Underskirts.....	6.00	1918	6.00	6.00	
2	Underskirts.....	4.00	1916	2.50	2.50	

Number or quantity	Kind and description	Cost price when new	Year when new	October 1918 value	Damage by fire	Do not fill out (to be used by investigator)
1	Silk Skirt.....	\$7.00	1918	\$7.00	\$7.00	-----
2	Dresses.....	10.00	1917	6.00	6.00	-----
2	White skirts.....	6.00	1915	5.00	5.00	-----
1	Muff.....	12.00	1915	12.00	12.00	-----
1	Fur Neck Piece.....	6.00	1915	3.00	3.00	-----
1	Winter Hat.....	7.50	1916	4.00	4.00	-----
Total "Damage by fire" this sheet.....					\$1,179.00	-----

Every sheet must be signed. Claimant sign here.

FRANK JARVI.

59	Forward.....				\$1,179.00	-----
2	Wool Caps.....	\$3.00	1917	\$2.00	2.00	-----
1	Summer Hat.....	5.00	1918	4.00	4.00	-----
1	Raincoat.....	8.00	1916	5.00	5.00	-----
2	Pr. Wool Underwear.....	4.00	1918	4.00	4.00	-----
3	Prs. Underwear.....	4.50	1916	3.00	3.00	-----
1	Waist silk.....	6.00	1917	5.00	5.00	-----
1	Silk Waist.....	3.50	1917	3.00	3.00	-----
2	Waists.....	6.00	1916	3.00	3.00	-----
5	Waists.....	9.00	1916	5.00	5.00	-----
1	Corset.....	3.50	1918	2.50	2.50	-----
3	Corset Covers.....	3.50	1917 1918	2.25	2.25	-----
6	House Dresses.....	15.00	1917 1918	12.00	12.00	-----
8	Aprons.....	10.00	1917 1918	8.00	8.00	-----
7	Prs. Wool Stockings.....	12.00	1916 1918	10.00	10.00	-----
2	Prs. Silk Stockings.....	2.00	1918	2.00	2.00	-----
1	Pr. Slippers.....	5.50	1918	4.00	4.00	-----
1	Pr. Shoes.....	6.00	1918	6.00	6.00	-----
1	Pr. Moccasins.....	3.50	1917	2.00	2.00	-----
24	Handkerchiefs.....	4.00	1917 1918	3.00	3.00	-----
3	Yds. Dress Goods.....	9.00	1918	9.00	9.00	-----
1	Pr. Overshoes.....	3.00	1917	2.00	2.00	-----
1	Pr. Rubbers.....	1.25	1918	1.00	1.00	-----
1	Handbag.....	2.50	1917	2.00	2.00	-----
Total "Damage by fire" (this page).....					\$1,278.75	-----

60	Forward from "Damage by fire" column on opposite side this sheet.....				\$1,278.75	-----
	Cash.....	\$8.00		\$8.00	8.00	-----
1	Suit Case (Practically New).....	3.50	1917	3.50	3.50	-----
2	Suit Cases.....	6.00	1916	4.00	4.00	-----
1	Bed Spread (New).....	5.00	1918	5.00	5.00	-----
2	Bed Spreads.....	6.00	1914 1916	4.00	4.00	-----
1	Crocheted Rocking-Chair Cover.....	8.00	1915 1918	5.00	5.00	-----
1	Large Crocheted Table Cloth (Took 1 year to make).....	50.00		50.00	50.00	-----
1	Dresser Scarf.....	25.00	1918	25.00	25.00	-----
	Miscellaneous Crocheted Work.....	20.00	1910 1918	20.00	-----	-----
4	Table Cloths.....	70.00	1914 1918	5.00	5.00	-----
5	Table Cloths.....	10.00	1912 1918	8.00	8.00	-----
3	Dresser Scarfs.....	8.00	1914 1916	6.00	6.00	-----
4	Pr. Window Curtains.....	9.00	1915 1918	6.00	6.00	-----
5	Pr. Window Curtains.....	10.00	1918	10.00	10.00	-----
10	Skeins Wool Yarn.....	10.00	1918	10.00	10.00	-----

Number or quantity	Kind and description	Cost price when new	Year when new	October 1918 value	Damage by fire	Do not fill out (to be used by investigator)
25	Yds. Homemade Carpet.....	\$25.00	{ 1916 1918 }	\$25.00	\$25.00	-----
35	Yards Home Made Carpet.....	25.00	{ 1916 1918 }	20.00	20.00	-----
1	Box Carpet Warp.....	3.00	1918	3.00	3.00	-----
1	Sack of Misc. Goods For Carpets...	10.00	1918	10.00	10.00	-----
15	Pkgs. Dye.....	1.50	1918	1.50	1.50	-----
1	Rug.....	3.00	1916	2.50	2.50	-----
12	Towels.....	8.00	{ 1915 1918 }	6.00	6.00	-----
36	Misc. Towels.....	9.00	{ 1915 1918 }	6.00	6.00	-----
6	Linen Guest Towels.....	8.00	{ 1917 1918 }	6.00	6.00	-----
1	Library Table Scarf.....	8.00	1917	5.00	5.00	-----
1	Gold Ring.....	11.00	1910	11.00	11.00	-----
12	Neckties.....	7.50	{ 1916 1918 }	5.00	5.00	-----
12	Collars.....	4.00	{ 1916 1918 }	2.50	2.50	-----
1	Suit Working Clothes.....	10.00	1917	8.00	8.00	-----
Total "Damage by fire" this sheet.....					\$1,559.75	-----

Every sheet must be signed. Claimant sign here.

FRANK JARVI.

61	Forward.....				\$1,559.75	-----
1	Raincoat (price went up).....	\$7.50	1917	\$7.00	7.00	-----
2	Umbrellas.....	5.00	1916	5.00	4.00	-----
	Cash.....			6.00	6.00	-----
1	Gold Ring.....	8.00	1918	8.00	8.00	-----
1	Hat.....	2.00	1918	2.00	2.00	-----
1	Winter Cap.....	1.00	1918	1.00	1.00	-----
1	Winter Coat.....	3.00	1918	3.00	3.00	-----
1	Sweater.....	3.50	1918	3.50	3.50	-----
1	Sweater.....	2.75	1918	1.00	1.00	-----
1	Wool Dress.....	4.75	1917	3.00	3.00	-----
3	Dresses.....	5.50	1918	5.50	5.50	-----
5	Dresses.....	10.00	1917	5.00	5.00	-----
2	Suits Underwear.....	3.50	1918	3.00	3.00	-----
2	Suits Underwear.....	2.00	1918	1.00	1.00	-----
1	Pr. Shoes.....	4.00	1918	4.00	4.00	-----
1	Pr. Shoes.....	3.00	1918	3.00	3.00	-----
1	Pr. Moccasins.....	2.50	1918	2.50	2.50	-----
6	Prs. Stockings and Mittens.....	5.00	{ 1917 1918 }	2.00	2.00	-----
1	Water Kettle.....	1.75	1917	1.50	1.50	-----
1	Bread Raiser.....	2.50	1916	2.00	2.00	-----
2	Enamel Dish Pans.....	2.00	1918	2.00	2.00	-----
3	Dish Pans.....	1.00	1918	1.00	1.00	-----
3	Wash Basins.....	1.00	1918	1.00	1.00	-----
Total "Damage by fire" (this page).....					\$1,631.75	-----

62	Forward from "Damage by fire" column on opposite side of this sheet.....				\$1,631.75	-----
3	Water Pails.....	\$4.50	1918	4.50	4.50	-----
3	Water Pails.....	1.50	1917	1.50	1.50	-----
5	Gal. Kerosene Cans.....	2.75	1918	2.75	2.75	-----
5	Doz. Fruit Jars.....	5.00	1918	5.00	5.00	-----
2	Milk Cans.....	2.75	1918	2.75	2.75	-----
3	Milk Cans.....	2.00	1916	2.00	2.00	-----
2	Milking Pails.....	5.00	1918	5.00	5.00	-----
7	Pc. Water Set.....	3.75	1915	3.75	3.75	-----
4	Pc. Glass Set.....	3.75	1915	3.75	3.75	-----
7	Pc. Set.....	3.75	1915	3.75	3.75	-----
2	Glass Dishes.....	3.00	1915	3.00	3.00	-----
2	Fruit Spoons.....	6.00	1918	4.00	4.00	-----

Number or quantity	Kind and description	Cost price when new	Year when new	October 1918 value	Damage by fire	Do not fill out (to be used by investigator)	
12	Pr. Coffee Cups.....	\$3.00	{ 1916 1918 }	\$3.00	\$3.00	-----	-----
6	Pr. Coffee Cups.....	1.20	1917	1.20	1.20	-----	-----
12	Dinner Plates.....	2.50	{ 1916 1918 }	2.50	2.50	-----	-----
3	Large Dinner Plates.....	2.25	1918	2.25	2.25	-----	-----
3	Hand Painted Plates.....	3.75	{ 1915 1918 }	3.75	3.75	-----	-----
6	Sauce Dishes.....	1.50	1916	1.50	1.50	-----	-----
6	Sauce Dishes.....	.60	1918	.60	.60	-----	-----
2	Milk Dishes.....	.60	1916	.60	.60	-----	-----
1	Milk Dish.....	.75	1917	.75	.75	-----	-----
6	Prs. Knives & Forks.....	1.20	1916	1.20	1.20	-----	-----
6	Large Spoons.....	3.75	1918	3.75	3.75	-----	-----
8	Large Spoons.....	.80	1916	.80	.80	-----	-----
12	Silver Teaspoons.....	6.00	1917	6.00	6.00	-----	-----
6	Teaspoons.....	.60	1916	.60	.60	-----	-----
6	Fruit Knives.....	4.50	1916	4.50	4.50	-----	-----
6	Fruit Plates.....	1.50	1916	1.50	1.50	-----	-----
-----	Sugar, Cream & Spoon Dishes.....	.75	{ 1916 1918 }	.75	.75	-----	-----
Total "Damage by fire" this sheet.....					\$1,708.75		

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FRANK JARVI.

63	Forward.....				\$1,708.75	-----	-----
1	Silver Fruit Plate.....	\$4.50	1916	\$4.50	4.50	-----	-----
6	Milk Pans.....	1.50	1918	1.50	1.50	-----	-----
2	Flower Vases.....	2.50	1915	2.50	2.50	-----	-----
6	Flower Pots.....	3.00	1917	3.00	3.00	-----	-----
6	Flower Pots.....	.60	1918	.60	.60	-----	-----
18	Butter Crocks.....	1.80	{ 1916 1918 }	1.80	1.80	-----	-----
1-5	Gal. Crock.....	3.50	1917	3.00	3.00	-----	-----
1	Meat Bowl.....	1.50	1915	1.00	1.00	-----	-----
1	Iron Bushel Basket.....	1.25	1918	1.25	1.25	-----	-----
5	Bushel Baskets.....	1.50	1918	1.50	1.50	-----	-----
2	Baskets.....	1.00	1918	1.00	1.00	-----	-----
3	Cuspidors.....	1.50	{ 1917 1918 }	1.00	1.00	-----	-----
1	Kitchen Wood Box.....	2.00	1918	2.00	2.00	-----	-----
2	Pails.....	.50	1918	.50	.50	-----	-----
1	Pr. Shoes.....	6.00	1918	6.00	6.00	-----	-----
1	Pr. Working Shoes.....	6.00	1918	5.00	5.00	-----	-----
1	Pr. Rubber Packs (New).....	4.50	1918	4.50	4.50	-----	-----
1	Pr. Rubbers.....	1.25	1918	1.00	1.00	-----	-----
1	Pr. Overshoes.....	2.50	1918	2.50	2.50	-----	-----
3	Suits Cotton Underwear.....	4.50	1918	3.00	3.00	-----	-----
2	Sunday Shirts.....	5.00	1917	4.00	4.00	-----	-----
3	Soft Shirts.....	6.00	1918	6.00	6.00	-----	-----
3	Working Shirts.....	5.00	1918	3.00	3.00	-----	-----
Total "damage by fire" (this page).....					\$1,765.90		

64	Forward from "Damage by fire" column on opposite side this sheet.....				\$1,765.90	-----	-----
1	Wool Shirt.....	\$5.00	1918	\$5.00	5.00	-----	-----
2	Wool Shirts.....	2.00	1917	4.00	4.00	-----	-----
1	Wool Cap.....	4.50	1918	4.50	4.50	-----	-----
1	Cap.....	\$2.00	1917	2.00	2.00	-----	-----
1	Hat.....	5.00	1918	5.00	5.00	-----	-----
1	Necktie Pin (Not much used).....	3.50	1910	3.50	3.50	-----	-----
1	Pr. Cuff Buttons.....	3.00	1910	3.00	3.00	-----	-----
50	Empty Grain Sacks.....	10.00	{ 1916 1918 }	8.00	8.00	-----	-----
1	Pack Sack.....	2.50	1914	2.00	2.00	-----	-----
1	Seeding Machine.....	2.00	1917	1.20	1.20	-----	-----

Number or quantity	Kind and description	Cost price when new	Year when new	October 1918 value	Damage by fire	Do not fill out (to be used by investigator)
2	Lanterns.....	\$2.75	{ 1916 1918 }	\$2.00	\$2.00	-----
1	pr. Scissors.....	1.85	1916	1.00	1.50	-----
2	Butcher's Knives.....	2.00	1918	2.00	2.00	-----
2	Bread Knives.....	1.60	{ 1915 1918 }	1.25	1.25	-----
1	Bundle Ogun.....	4.50	1918	4.50	4.50	-----
1	Keg Nails—8 penny.....	5.00	1918	5.00	5.00	-----
12	Stairway Poles (Never used).....	2.00	1916	2.00	2.00	-----
2	Brooms.....	3.00	1917	2.00	2.00	-----
2	Carpet Sweepers.....	1.00	1916	.50	.50	-----
1	Scale.....	2.25	1915	1.50	1.50	-----
5	Window Screens.....	2.50	1918	2.50	2.50	-----
2	Rolls Wall Paper.....	5.00	1918	5.00	5.00	-----
2	Screen Doors.....	4.00	1917	3.50	3.50	-----
2	Horse Brushes.....	1.50	1917	1.00	1.00	-----
1	Hay Links.....	3.50	1917	3.50	3.50	-----
2	Storm Blankets.....	10.00	1918	10.00	10.00	-----
2	Fly Nets.....	6.00	1918	5.00	5.00	-----
8	M. Ft. Lumber.....	240.00	1918	240.00	240.00	-----
5	M. Ft. Shingles.....	22.50	1918	22.50	22.50	-----
Total "Damage by fire" this sheet.....					\$2, 121.35	-----

Every sheet must be signed. Claimant sign here.

FRANK JARVI.

65	Forward.....				\$2, 121.35	-----
11	Oak Planks.....	\$10.00	1918	\$10.00	10.00	-----
2	Rolls Barb-wire.....	10.00	1918	10.00	10.00	-----
200	Fence Posts.....	20.00	1918	20.00	20.00	-----
10	Cords 16" Cordwood.....	70.00	1918	70.00	70.00	-----
4	Cords 4' Cordwood.....	24.00	1918	24.00	24.00	-----
1	Hay Rake.....	15.00	1917	15.00	15.00	-----
1	Dump Box.....	7.00	1916	7.00	7.00	-----
1	Hot Water Tank.....	13.00	1918	13.00	13.00	-----
1	Wood Rack.....	6.00	1918	6.00	6.00	-----
1	Wood Rack.....	8.00	1918	8.00	8.00	-----
1	Sleigh.....	6.00	1918	6.00	6.00	-----
1	Jumper.....	3.00	1916	3.00	3.00	-----
1	Grindstone (New).....	8.00	1917	8.00	8.00	-----
1	Grindstone.....	6.00	1917	4.00	4.00	-----
1	Brush Hook.....	1.50	1915	1.50	1.50	-----
1	Brush Scythe.....	3.00	1917	3.00	3.00	-----
1	Hay Scythe (New).....	3.25	1918	3.25	3.25	-----
1	Scythe.....	2.00	1914	2.00	2.00	-----
1	Pipe Wrench.....	4.00	1915	4.00	4.00	-----
1	Pipe Wrench.....	2.50	1915	2.50	2.50	-----
1	Monkey Wrench.....	1.50	1917	1.50	1.50	-----
1	Monkey Wrench.....	1.00	1915	1.00	1.00	-----
1	pr.Skiis.....	10.00	1914	10.00	10.00	-----
Total "Damage by fire" (this page).....					\$2, 354.10	-----

66	Forward from "Damage by fire" column on opposite side this sheet.....				\$2, 354.10	-----
1	Tie Saw.....	\$4.50	1917	\$4.50	4.50	-----
1	Cross Cut Saw.....	6.00	1916	6.00	6.00	-----
1	Hay Knife.....	2.00	1915	2.00	2.00	-----
20	Lbs. Dynamite.....	16.00	1916	16.00	16.00	-----
1	Box Caps.....	2.00	1918	2.00	2.00	-----
150	Ft. Fuse.....	1.75	1918	1.75	1.75	-----
1	Tie Saw.....	2.00	1916	2.00	2.00	-----
1	Mower (Price went up).....	58.00	1916	72.00	72.00	-----
1	Disc Harrow (Price went up).....	30.00	1915	40.00	40.00	-----
1	Hay Rake.....	40.00	1918	40.00	40.00	-----
1	Pick (Price went up).....	20.00	1914	28.00	28.00	-----
1	Spring Harrow (Price went up).....	10.00	1913	12.00	12.00	-----
1	Cultivator (Price went up).....	7.50	1916	11.00	9.00	-----

Number of quantity	Kind and description	Cost price when new	Year when new	October 1918 value	Damage by fire	Do not fill out (to be used by investigator)
1	Steel Wagon (Price went up).....	\$85.00	1916	\$135.00	\$135.00	-----
1	Sleigh (Price went up).....	50.00	1915	85.00	85.00	-----
1	Buggy.....	40.00	1916	40.00	40.00	-----
1	Cutter.....	35.00	1916	35.00	35.00	-----
1	Separator (Price went up).....	25.00	1917	90.00	90.00	-----
1	Singer Sewing Machine (Price went up).....	52.00	1910	54.00	54.00	-----
1	Set Harness (Price went up).....	75.00	1918	104.00	104.00	-----
1	Buggy Harness (Price went up).....	40.00	1916	45.00	45.00	-----
1	Horse Collar.....	12.00	1917	12.00	12.00	-----
1	Horse Collar.....	10.00	1916	10.00	10.00	-----
2	Horse Collars.....	8.00	1916	8.00	8.00	-----
2	Horse Blankets (New).....	14.00	1918	14.00	14.00	-----
2	Horse Blankets.....	7.00	1918	4.00	4.00	-----
1	Auto Robe.....	10.00	1916	10.00	10.00	-----
1	Auto Robe.....	18.00	1918	18.00	18.00	-----
4	Auto Tires.....	120.00	1918	120.00	120.00	-----
Total "Damage by fire" this sheet.....					\$3,373.35	-----

Every sheet must be signed. Claimant sign here.

FRANK JARVI.

67	Forward.....				\$3,373.35	-----
1	Auto Paint.....	\$50.00	1918	\$50.00	50.00	-----
4	Inner Tubes.....	16.00	1918	16.00	16.00	-----
1	Horse—7 years old.....			275.00	275.00	-----
1	Horse—9 years old.....			275.00	275.00	-----
1	Cow—10 years old.....			125.00	125.00	-----
1	Heifer—8 mo.....			30.00	30.00	-----
11	Pigs.....			55.00	55.00	-----
1	Pig.....			80.00	80.00	-----
2	Pig.....			100.00	100.00	-----
7	Chickens.....			7.00	7.00	-----
1	Injuries to Cow.....				60.00	-----
	Colt.....					-----
20	T. Hay, Clover and Timothy.....	780.00	1918	780.00	780.00	-----
3	T. Wild Hay.....	90.00	1918	90.00	90.00	-----
56	Bu. Oats.....			50.00	50.00	-----
8	Bu. Wheat.....	16.00	1918	16.00	16.00	-----
112	Bu. Potatoes.....	112.00	1918	112.00	112.00	-----
118	Bu. Rutabagas.....	82.60	1918	82.60	82.60	-----
3	Bu. Carrots.....	3.00	1918	3.00	3.00	-----
2	Bu. Peaches.....	2.00	1918	2.00	2.00	-----
50	Qts. Preserved Raspberries & Jars.....	25.00	1918	25.00	25.00	-----
40	Qts. Blueberries.....	20.00	1918	20.00	20.00	-----
30	Qts. Canned Peaches.....	15.00	1918	15.00	15.00	-----
46	Qts. Pickles.....	18.40	1918	18.40	18.40	-----
Total "Damage by fire" (this page).....					\$5,710.35	-----

68	Forward from "Damage by fire" column on opposite side this sheet.....				\$5,710.35	-----
1	Crate Peaches.....	\$1.80	1918	\$1.80	1.80	-----
6	Sacks Middlings & Bran.....	12.00	1918	12.00	12.00	-----
200	Lbs. Wheat Flour.....	16.00	1918	16.00	16.00	-----
2	Tons Oat Straw.....	10.00	1918	10.00	10.00	-----
3	Bu. Peas.....	15.00	1918	15.00	15.00	-----
30	Lbs. Pork.....	9.00	1918	9.00	9.00	-----
	Home Made Bread.....	3.00	1918	3.00	3.00	-----
5	Lbs. Butter.....	2.85	1918	2.85	2.85	-----
1	Box Soap.....	5.00	1918	5.00	5.00	-----
	Misc. Groceries.....	20.00	1918	20.00	20.00	-----
	Misc. Books.....	25.00	{ 1911 1918 }	15.00	15.00	-----
1	Album.....	3.50	1911	2.00	2.00	-----
4	Doz. Small Photographs.....	8.00	{ 1911 1918 }	8.00	8.00	-----
4	Doz. Large Photographs.....	16.00	{ 1911 1918 }	16.00	16.00	-----

Number or quantity	Kind and description	Cost price when new	Year when new	October 1918 value	Damage by fire	Do not fill out (to be used by investigator)	
1	Snowball Plant.....	\$5.00	{ 1911 1918 }	\$5.00	\$5.00	-----	-----
2	Rose Plants.....	6.00	{ 1911 1918 }	6.00	6.00	-----	-----
1	Large Plant.....	5.00	{ 1911 1918 }	5.00	5.00	-----	-----
1	Fern.....	1.50	{ 1911 1918 }	1.50	1.50	-----	-----
2	Myrtle Plants.....	3.00	{ 1911 1918 }	3.00	3.00	-----	-----
1	Elephant Ear Plant.....	3.00	{ 1911 1918 }	3.00	3.00	-----	-----
10	Other Plants.....	20.00	{ 1911 1918 }	20.00	20.00	-----	-----
Total "Damage by Fire" this sheet.....					\$5,889.50	-----	-----

Every sheet must be signed. Claimant sign here.

FRANK JARVI.

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Fire Insurance

The claimant hereby certifies and represents that there was no fire insurance on any property for which claim is hereby made except as shown in the following table:

Insurance company	Amount insurance paid	Property covered by insurance (general description)
Bankers & Merchant's Fire Ins. Co. of Minnesota.	\$1,830.00	Buildings (house and barn), 2 horses and 1 cow.
-----	-----	-----
-----	-----	-----
-----	-----	-----

Attorneys

The Claimant hereby represents that John R. Heino, M. E. Louisell, Geo. H. Spear, of Duluth, Minnesota are his duly authorized attorneys at law to prosecute and settle the claim hereby presented and that no other attorney or lawyer has any contract or agreement for the prosecution thereof.

Husband or Wife

Is Claimant married? Yes. If so, have spouse execute release below:

Release of Spouse

In consideration of the investigation, allowance and settlement of the above claim with the above named claimant I the undersigned spouse of said claimant hereby release any claim on my part for any damage to any property above described and agree that payment to claimant of any amount agreed upon with him in settlement of this claim will release all my claim therefor.

IDA JARVI.

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Verification

STATE OF MINNESOTA,

County of St. Louis, ss:

Frank Jarvi, being first duly sworn, on oath says (that affiant is the claimant within named) that affiant has heard read or read the whole of the foregoing verified claim against the United States, consisting of this cover sheet (4 pages) and 10 additional sheets, each bearing the signature of affiant that the same is in all things true and correct; that all the items of real and personal property therein described were owned by claimant as therein indicated and were destroyed or damaged by the fire of Oct. 12, 1918 and that the values therein stated and the damages therein claimed are correct according to affiants best judgment, information and belief; that all of the answers to questions and the figures and facts therein contained and represented are correct; that claimant actually sustained at least the total amount of damage therein claimed as a direct result of said fire; that said claim is wholly unpaid; that the same has never been assigned; that the same is still the property of claimant; that the signature of claimant's spouse on the preceding page hereof is the genuine signature of said spouse, affixed after affiant had explained to said spouse the meaning thereof.

FRANK JARVI,
Signature of Claimant.

Subscribed and sworn to before me
this 24 day of February 1922.

M. E. LOUISELL,
M. E. Louisell,*Notary Public, St. Louis County, Minn.*

My Commission Expires January 14, 1923.

Interpreter's Oath

Does Claimant read and understand English thoroughly?
Yes.

If answer is "No," oath below must be executed.

STATE OF MINNESOTA,

County of ss:

....., being first duly sworn, on oath says that he understands, speaks, and reads both the English and language; that before the foregoing verification was signed by the above named claimant he read over and interpreted the same and the oath administered therewith to said claimant, and read over and interpreted to him all the various figures, questions, items, and statements in the foregoing claim, all in said last named language, with which said claimant is familiar; that affiant believes that when said claimant took said oath he understood and was familiar with all the contents of said claim and verification.

Subscribed and sworn to, before me this day of 192..

.....
(Signature of Interpreter.)

.....
Notary's Stamp and Seal Must Appear
On each Affidavit

71 Re: Appreciation in market price at date of fire over cost price.

AFFIDAVIT

STATE OF MINNESOTA,

County of St. Louis, ss.

Frank Jarvi, being duly sworn deposes and says that he is the Claimant in the within and annexed questionnaire and the person who signed the within and annexed original affidavit herein as claimant. That he desires to make a supplemental affidavit in explanation of his said claim for damages and the basis on which he arrived at the amount of loss at the date of the fire.

Deponent further states that the personal property schedules prescribed by the United States Railroad Administration herein do not contain any column for the depreciation in market price for the articles burned in the fire over the cost price prevailing at the time of the fire. That in truth and in fact the market price of like articles at the date of the fire was greater than the original cost price, and that the original

schedules herein are not sufficiently complete to show said fact. That in fixing the values as damage done by said fire of the articles that were burned or damages, it should be taken in account with the appreciation in market price at the time of the fire of like articles that were very much over and above the cost price when the articles were purchased, and that in numerous instances said appreciation would equal, and even exceed the depreciation caused by use, and that for said reason the true amount properly chargeable to the claimant for the depreciation in value for the use of the property cannot be shown and taken into account on the basis of the fair market value of the articles at the date of the fire, which was over and above the original cost price. That because of the inadequacy of the forms prepared by the Honorable United States Railroad Administration they did not permit the showing of the cost or the market price of like articles on the 12th day of October, 1918, and figuring the depreciation by use from that figure, this claimant has been obliged in listing the

72 values of several articles of his personal property in order to give the correct value of the destroyed articles at the time of the said fire, to fix the value of the destroyed articles at the time of the fire higher than it would be if the depreciation were figured from the original purchase price without taking into consideration the fair increased market price of like articles at the time of the fire.

Wherefore, the Claimant respectfully requests that the United States Railroad Administration take this important matter into consideration, in deciding the question of the depreciation for the use of the property in question and in fixing its value at the time of the fire.

FRANK JARVI.

Subscribed and sworn to before me a Notary Public this 24th day of May, A. D. 1922.

M. E. LOUISELL,
Notary Public, St. Louis County, Minn.

My Commission Expires Jan. 14, 1923.

73 July 20, 1922. Claim No. 5118.

Verified Claim Against United States of America Railroad
Administration for Personal Injuries From Fires of October
12, 1918

(Does not include property damage or death)

To be filed in duplicate

One original must be signed and sworn to before Notary Public. Copy must be complete including all signatures.

Name of claimant (print): Frank Jarvi, in his own behalf and for his own benefit, as the husband of Ida Jarvi, who was injured.

Address of claimant: R. F. D. # 3, Cloquet, Minnesota.

Residence of claimant October 12, 1918: NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec. 18-49-17, Carlton Co., Minn.

Locality where injury sustained: On Cloquet and Brookston Road, opposite Lot 2 which equals SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Sec. 18-49-17, Carlton Co., Minn.

Federal statutes provide for fines up to \$10,000, or imprisonment up to ten years, for presenting any false voucher, affidavit, account, or claim against the United States Government, or any department thereof. These claims will be fully investigated and violations of these statutes prosecuted.

INSTRUCTIONS

1. This claim must be filed in duplicate (original and exact copy).

2. Every blank must be filled in and every question answered. Use the words "None" or "No" where applicable, but do not leave any matter unanswered.

3. Each attached sheet or exhibit must be signed by the claimant and firmly attached inside these cover pages. Staple or pin through left-hand margin in space indicated.

4. Figures given are to be total loss sustained by claimant, not any percentage of the loss.

5. Use typewriter or ink in filling out claim; the use of typewriter will facilitate checking and hasten adjustment; all words and figures must be legible.

6. Claims not correctly made out will be returned without investigation, and subsequent claims received before corrected claim is received will be assigned earlier numbers and investigated first.

7. If insufficient space is provided for any entry, put additional matter together with any other facts affecting claim on blank sheets, sign same, and attach inside cover sheet.

FURTHER INVESTIGATION

Agents of the United States Railroad Administration will make further investigation of the claims made herein. Claimant, by filing this claim, agrees, upon request, to answer fully, truthfully and correctly such further questions, and furnish such other information in regard to such matters as he may be able to do, and to present himself for, and to submit to, physical examination at Duluth, Minn., if requested. Failure to comply fully with such requests will absolutely prevent adjustment until compliance.

74 I. Place, Time, and Manner Injuries Were Sustained

1. Give exact location where injured was when injured or burned. Use recorded plat or Government subdivision description, so that location can be determined within one-quarter mile. If on road or right of way, give nearest intersecting sixteenth line: On Cloquet and Brookston Road, opposite Lot 2 which equals SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Sec. 18-49-17, Carlton County, Minn.

2. Give exact date and hour, as nearly as possible, when injuries were sustained. If uncertain as to hour, give best estimate: Between Seven and eight o'clock, P. M., Oct. 12, 1918.

II. Nature and Extent of Injuries

1. Describe as fully as desired nature of personal injuries sustained by injured above time and place as direct result of fire of October 12, 1918. Insert additional sheets if desired: Burned about face, eyes, neck, chest, and both hands, ears, and some part of hair.

2. What visible evidences of such injuries now exist (scars or any objective symptoms)? Deep and disfiguring scars on hands, face, neck, and upper part of chest; both hands and fingers very badly crippled.

3. How long after injuries were sustained until injured was first examined or treated for such injuries by a doctor? If no such examination or treatment, write "None": The following day.

4. How long after injuries were sustained until injured was first placed in a hospital for treatment for such injuries? If no hospital treatment, write "None": The following day.

5. Give names and addresses of all doctors or surgeons who at any time after the said fire attended, treated, or examined claimant for, or as a result of, said injuries. If none, so state. If name or address unknown, so state, but give any known information to identify. Give first and last dates (approximate) of attendance, treatment, or examination, and the amount paid by claimant for such services:

Name of doctor, Dr. W. A. Coventry; address, Duluth, Minn; first date Oct. 13, '18; last date Oct. 31, '18; amount paid, none.

6. Give names, addresses, and dates as to any other doctors or surgeons who have attended or examined claimant within five years last passed, for any reason. If none, so state:

Name of doctor	Address	Date
Dr. K. V. Arminen.....	Duluth, Minnesota.....	Cannot ascertain.
Dr. D. L. Tilderquist.....	Duluth, Minnesota.....	Cannot ascertain.
Dr. S. H. Boyer.....	Duluth, Minnesota.....	Mat 1st, 1922.
Dr. J. R. Kuth.....	Duluth, Minnesota.....	May 1st, 1922.
Dr. J. M. Robinson.....	Duluth, Minnesota.....	May 5th, 1922.

7. Give names and location, dates of entry and discharge, and amount paid for services as to all hospitals where claimant received care or treatment for the injuries here asserted. If none, so state:

Name	City or village	Date entry	Date discharged	Amount paid
.....				
.....				
.....				

8. Describe fully any present disability or physical ailment caused by the October, 1918, fire. State what effect, if any, such condition has on ability of claimant to perform customary work. Use extra sheet, if desired. The ability of the injured to do any work at all to which she was accustomed prior to said fire, or any kind of work, has been practically destroyed, owing to the crippled condition of the fingers, and owing to the terrible pain in hands and fingers produced by any effort to use them; the vision in both eyes has been seriously im-

paired, and left eye is worse. Memory has been partially lost, and also hearing has been impaired. The hearing in the right ear appears to be practically destroyed. Injured has frequent and very serious headaches. Is frequently subject to severe dizzy spells. The injured is nervous and highly susceptible to excitement.

III. Data as to Claimant

1. Present age of injured 37; of claimant, her husband, 37 years.

2. Married? Yes.

3. Place of birth of injured: Normarku, Province of Turu
(County or subdivision)
and Pori, Finland.
(State or foreign country)

4. Number of children: No children living; 1 child is dead.

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DR. JOHN M. ROBINSON,
412-15 PROVIDENCE BLDG.,
Duluth, Minnesota, May 5, 1922.

In re: Mrs. Ida Jarvi, Cloquet, Minn.

Mr. JOHN R. HEINO,

Lonsdale Building, Duluth, Minnesota.

DEAR SIR: I have examined the above named who was badly burned about the neck, face, and head in the forest fires of October 12, 1918. She says that while she was in the hospital after this injury that her ears for the first time began to discharge, and that since that time, her hearing has been defective.

Right ear shows large perforation in lower part of the drum-head. There is no inflammation nor discharge at present. She hears with this ear, on contact only, the tick of a watch which should be heard at 14 inches. The defect of hearing on this side is permanent.

Left ear shows some injection of drum-head. The watch is heard at 2 inches which should be heard at 14 inches.

It is reasonable to assume that following the exposure—the burning of the neck, and especially inhalation of much smoke, an infection of both middle ears resulted.

I find the vision of the right eye normal (20/20). Vision of the left eye—20/200. Percentage deficiency = 90.

From the objective examination alone the cause of this visual defect is not clearly evident.

There is complaint of watering of both eyes, and there is some injection of the conjunctiva, which probably originated from exposure to smoke at the time of the fire.

Yours truly,

J. M. ROBINSON.

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JOSEPH R. KUTH, M. D.
Duluth, Minn., May 1, 1922.

Re: Mrs. Ida Jarvi, inj. Oct. 12, 1918

Mr. JOHN HEINE,
Duluth, Minn.

DEAR SIR: At your request we have today examined Ida Jarvi, aged 38, of Cloquet, Minn., who states that she was burned in the forest fires on Oct. 12, 1918 near Cloquet, Minn. She states that she jumped out of the back of a wagon, stumbled and fell into some fire with both hands, sustaining burns about both hands and about the neck and face. Following this she was treated at St. Mary's Hospital from Oct. 13, to 31, 1918.

Her complaints at the present time are: 1. Of uselessness of both hands. 2. Of impairment of hearing in the right ear and difficult vision in the left eye. 3. Of headaches and general nervousness.

Examination, right hand: There is present a scar from a third degree burn over the whole of the back of the right hand and fingers. The nail on the thumb is markedly deformed and thickened. There is present a web between the thumb and first finger and between all of the other fingers, this webbing extending down about half way on to the proximal phalanges. On the little finger the webbing extends down to the second phalangeal joint. The fingers are deformed by a fixed flexion of about forty-five degrees in the proximal phalangeal joints. In the little finger this flexion amounts to about ninety degrees. There is present a nearly complete ankylosis of the remaining joints of the fingers. About twenty-five percent of flexion is present in the metacarpo-phalangeal joints of the fingers. The nail on the index finger is also greatly thickened and deformed. There is present a cracking in the scar tissue between the fingers.

Examination, left hand: The left hand is in very much the same condition as the right. All the nails on the fingers of the left hand are thickened and deformed and there is present a scar encircling the wrist. A scar also due to a third degree

burn covers the whole of the back of the left hand and fingers. Over the back of the hands the scars are thick and somewhat movable on the underlying structures, but over the fingers the scars are adherent to the underlying structures over the joints and tendons.

The only use of the hands which the woman has is some use of the thumb and index fingers, the ends of which can be opposed to each other.

In the neck there is an interrupted ring of scars extending across the front of the neck, nearly from ear to ear. These scars are moderately thickened and are still quite red. There is present also a scar running from the chin on the right
78 side to well up on the left cheek. There is furthermore present a small scar on the inner canthus of the left eye, with a tendency to pull the upper eye lid down a little. There are also some small scars on the left side of the nose; these are not so prominent. We would advise an examination by a specialist to determine the extent of vision and hearing.

The scars on the face and neck are unsightly and disfiguring. We would estimate the loss of use of both hands for ordinary work, namely that of a housewife on a farm, at about ninety percent, this loss of use being total and permanent.

There is furthermore present a mild neurosis which is attributable to her injuries and which is undoubtedly the cause of some general disability.

Very truly yours,

S. H. BOYER,
S. H. Boyer, M. D.
W. A. COVENTRY,
W. A. Coventry, M. D.
J. R. KUTH,
J. R. Kuth, M. D.

JEK/P

Subscribed and sworn to before me, a Notary Public, this 12th day of June, A. D. 1922.

JOHN R. HEINO,
John R. Heino,
Notary Public, St. Louis County, Minn.

My Commission Expires May 1st, 1925.

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AFFIDAVIT

STATE OF MINNESOTA,

County of St. Louis, ss.

M. E. Louisell, being duly sworn, deposes and says that he is one of the attorneys of the claimant in the within and hereto annexed questionnaire. That as such attorney, he has personally compared the within and hereto annexed copies of the report of Drs. S. H. Boyer, W. A. Coventry, and J. R. Kuth, of the City of Duluth, Minnesota, with the original of said report which has been personally signed by each of the said doctors. That after the said within and hereto annexed copies had been made, the said original became in some manner mislaid and has been lost, and that the deponent knows of his own knowledge that the said copies hereto annexed are correct copies of the original so lost. That he has learned that Dr. W. A. Coventry was the attending physician of Ida Jarvi, injured claimant and the wife of Frank Jarvi, who makes claim in his own behalf and for his own benefit as the husband of said Ida Jarvi. Deponent has further learned that before the deponent had an opportunity to have a new original signed by all of the said doctors and a certificate made upon the within questionnaire by the said Dr. Coventry, as attending physician, the said Dr. Coventry had left the City of Duluth for an extended trip to the State of California, and that he is not expected to return before the first of next July.

Deponent further states that for reasons hereinbefore stated, he is obliged to file copies of said original report of said doctors and to reserve the right to have the certificate filled out by the said Dr. W. A. Coventry as the attending physician after his return from the said trip to the City of Duluth, Minnesota.

M. E. LOUISELL.

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AFFIDAVIT

STATE OF MINNESOTA,

County of St. Louis, ss.

Dr. J. R. Kuth, being duly sworn, deposes and says that he is a duly licensed physician and surgeon, practicing the profession at 409 Fidelity Building, Duluth, Minnesota. That as such physician and surgeon, in company of Dr. S. H. Boyer and Dr. W. A. Coventry of the City of Duluth, Minnesota, he, on the first day of May 1922, examined Mrs. Ida Jarvi, who claims to have been injured on October 12th, 1918, in

the forest fires near the City of Cloquet, Minnesota. That thereupon, he again in company with the said doctors made a report of the results obtained by the examination afore stated. That he at the request of M. E. Louisell, Attorney-at-Law in the City of Duluth, Minnesota, compared the hereto annexed copies of the said report with the original records in the possession of the deponent, made at the time of the examination and with a copy made at the time the said original report was originally written and signed, and as a result of such comparison, it was found that the hereto annexed copies of the said report are correct in all respects and correspond fully with the said original report.

Deponent further states that he has learned that Dr. W. A. Coventry has left for an extended trip to the State of California and is not expected to return until about the 1st of July, 1922.

J. R. KUTH.

Subscribed and sworn to before me, a Notary Public, this 12th day of June A. D. 1922.

M. E. LOUISELL,
M. E. Louisell,

Notary Public, St. Louis County, Minn.

My Commission Expires Jan. 14, 1923.

81 5. If employed during any part of 1916, 1917, or 1918 before the fire, give names of employers, nature of work (laborer, carpenter, salesman, etc.), weekly wage on each job, and dates of beginning and ending each job:

EMPLOYER	NATURE OF WORK	WEEKLY WAGE	DATE COMMENCED	DATE QUIT
Injured not employed.....				

6. State in a general way, as fully as desired, any other work done by injured during 1916, 1917, and 1918, not covered by employment for others, showing weekly income received, value of work done, etc.: Took care of household duties and worked

on farm of husband and injured. Injured took care principally of stock. In 1916, \$70.00 a month including board and lodging; in 1917, \$90.00 a month and board and lodging; in 1918, \$110.00 a month and board and lodging. Injured was a dressmaker; she made her own clothes and looked after the clothing of her husband.

7. Was injured afflicted with any injury, abnormality, weakness, or disease causing any disability prior to the fire? If none, so state. Otherwise give particulars: No.

8. Was injured examined for military service under the Selective Service Law or regulations during World War? If not, so state. Otherwise give location of draft board, names of examining physicians, if known, and general result of examination. If exemption from military service was granted, or if assigned to limited or domestic military service, state reasons: No.

9. Was injured examined for life insurance since 1910? If not, so state. Otherwise give name of company, approximate dates and places of all such examinations, and name of examining physician, if known: No.

10. What work has injured done since 1918 fire? Give names and addresses of employers, dates employed by each, and wages earned. Give particulars, and amounts earned or received as to any other work done: Not employed. Very slight amount of chores and household work. She was totally disabled. Her work has no substantial value, and she will eventually become entirely dependent upon the assistance, care and help of others.

IV. Physician's Certificate

This certificate to be executed by a physician who has treated claimant since the fire for the injuries claimed, unless this is not possible to be secured. If certificate of such physician can not be secured, state reasons for this here and have certificate executed by another physician:

Certificate

The undersigned, a physician duly licensed to practice medicine and surgery under the laws of Minnesota, hereby certifies that the answers to the questions given below are true and correct. I understand this document to be in support of a claim against the United States for the injuries referred to,

and that the same will be relied upon in determining the payment to be made on account thereof.

1. Give approximate dates of attendance and examination of claimant:

2. Describe briefly injuries sustained by claimant as result of fire as found by you:

3. What objective symptoms of these injuries still exist?

4. What disability has resulted from these injuries? Describe briefly:

5. Will any permanent disability result? If so, describe:

6. What, if any, change in condition of claimant is probable in future:

....., M. D.
(Signature of doctor)

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V. Amount Claimed as Damages

Claimant hereby represents and claims damages by reason of said personal injuries sustained as a result of said fire as follows:

1. Pain and suffering.....	
2. Disfigurement (if any).....	\$5, 000. 00
3. Decreased earning capacity.....	10, 000. 00
4. Medical expense (prospective).....	2, 500. 00
Total claim.....	17, 500. 00

No amount is included in above for purely nervous injuries or other injuries of which there are now no objective symptoms.

If damages for disfigurement to face or hands are claimed, attach photograph of claimant showing same taken since January 1, 1921.

If decreased earning capacity is claimed, show how amount is arrived at, whether permanent or temporary; what the difference in wages or income on account of injuries has been, and how injuries affect earning capacity: Loss of services. The injured is unable to do anything to earn money because of the crippled condition of her hands and the injury to her sight and hearing, and the pain it gives her if she attempts to do anything; and serious impairment of memory. The claimant is very nervous and highly susceptible to painful excitement.

If any medical expenses not heretofore itemized is claimed, give names of persons or firms paid, and amount to each: About \$25.00 for medical expenses and medicines.

VI. Verifications

Claimant's Affidavit

STATE OF MINNESOTA,
County of St. Louis, ss:

Frank Jarvi, being first duly sworn, on oath says:

1. That he is the claimant above named.
2. That affiant has read or heard read the foregoing claim consisting of this cover sheet (4 pages) and additional sheets, each bearing the signature of claimant, and that the same is in all things true and correct.
3. That affiant hereby accepts the offer of the Director General of Railroads as announced in settlement of claims for personal injuries resulting from the fire of October 12, 1918, and will accept the percentages and terms thereof.
4. That nothing is claimed hereon for purely nervous injuries or shock or for other injuries of which there remain no scars or other objective symptoms, and that all of the injuries above described were caused directly by the fire of October 12, 1918.
5. That all doctors, surgeons, physicians, nurses, hospital authorities, insurance companies, or their agents, or any other persons having knowledge, whether confidential, professional, privileged, or otherwise, as to the physical condition of claimant at any time, or said injuries, are hereby authorized and requested to answer any inquiries made by, and furnish any information in regard thereto requested by, the said Director General or his agents, attorneys, or investigators.

Subscribed and sworn to before me this 13th day of May 1922.

FRANK JARVI.

(Signature of claimant)

M. E. LOUISELL,

M. E. Louisell,

Notary Public, St. Louis Co., Minn.

My Commission Expires Jan. 14, 1923.

Interpreter's Oath

Does claimant read and understand English thoroughly?
 No.

If answer is "No," oath below must be executed.

STATE OF MINNESOTA,
County of St. Louis, ss:

John R. Heino, being first duly sworn, on oath says that he understands, speaks, and reads both the English and Fin-

nish language; that before the foregoing verification was signed by the above-named claimant he read over and interpreted the same and the oath administered therewith to said claimant, and read over and interpreted to him all the various figures, questions, items, and statements in the foregoing claim, all in said last-named language, with which said claimant is familiar; that affiant believes that when said claimant took said oath he understood and was familiar with all the contents of said claim and verification.

Subscribed and sworn to before me this 13th day of May 1922.

JOHN R. HEINO.
(Signature of interpreter)

M. E. LOUISELL,

M. E. Louisell,

Notary Public, St. Louis Co., Minn.

My Commission Expires Jan. 14, 1923.

Guardianship

If claimant is a minor or under guardianship or legal disability for any reason, attach copy of letters of guardianship to original claim and execute following:

STATE OF MINNESOTA,

County of ss:

....., being duly sworn, on oath says that he is the duly appointed guardian of the above-named claimant; that a true copy of his letters of guardianship from the Probate Court for County, Minnesota, dated, 19.., is attached to the original of this claim; that he has read the foregoing claim and that the same is true to the best of his knowledge; that, for his said ward, he accepts the offer of settlement heretofore announced by the Director General.

Subscribed and sworn to before me this day of, 192..

John R. Heino, M. E. Louisell & Geo. H. Spear, Attorneys for Claimant, 606 Lonsdale Bldg., Duluth, Minn.

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District Court, Eleventh Judicial District

FRANK JARVI, PLAINTIFF

vs.

JAMES C. DAVIS, AS AGENT OF THE PRESIDENT UNDER THE
TRANSPORTATION ACT, SUBSTITUTED FOR GREAT NORTHERN
RAILWAY COMPANY, DIRECTOR GENERAL OF RAILROADS, DE-
FENDANTS

RELEASE

STATE OF MINNESOTA,

County of Carlton, ss:

In consideration of the payment and satisfaction of the judgment heretofore entered in the above-entitled action, each of the undersigned hereby releases and discharges the above-named James C. Davis, as agent of the President, and said railway companies from all liability to the undersigned or any of them by reason of all claims and losses involved in said action and judgment, or accruing to plaintiff or any of the undersigned through plaintiff, by subrogation or otherwise, as a result of fire in October 1918.

The attorneys of record for plaintiff are authorized to satisfy said judgment of record.

This release and said payment do not include or affect any rights by subrogation or otherwise of the following-named insurers by reason of payments in the amounts hereafter stated heretofore made to plaintiff by reason of such loss.

Insurer..... Amount \$366.00.

FRANK JARVI,
Plaintiff in Person.

The undersigned, one of the attorneys of record for plaintiff, certifies that the signature of plaintiff hereon is genuine and that he understood the effect of this release.

M. E. LOUISELL,
Attorney at Law.

FRANK JARVI, PLAINTIFF

vs.

JAMES C. DAVIS, AS AGENT OF THE PRESIDENT UNDER THE
TRANSPORTATION ACT (SUBSTITUTED FOR GREAT NORTHERN
RAILWAY COMPANY, DULUTH, MISSABE & NORTHERN RAIL-
WAY COMPANY AND DIRECTOR GENERAL OF RAILROADS), DE-
FENDANTS

RELEASE

STATE OF MINNESOTA,

County of Carlton, ss:

In consideration of the payment and satisfaction of the
judgment heretofore entered in the above-entitled action, each
of the undersigned hereby releases and discharges the above-
named James C. Davis, as agent of the President, and said
railway companies from all liability to the undersigned or any
of them by reason of all claims and losses involved in said
action and judgment, or accruing to plaintiff or any of the
undersigned through plaintiff, by subrogation or otherwise, as
a result of fire in October 1918.

The attorneys of record for plaintiff are authorized to sat-
isfy said judgment of record.

THE BANKERS & MERCHANTS FIRE INSURANCE Co.

ERNEST H. HILDS,

Attorney in fact for the above-listed Insurance Companies.

65 UNITED STATES RAILROAD ADMINISTRATION,
MINNESOTA FIRE SECTION,
Duluth, Minn., Feb. 2nd, 1923.

Mr. A. A. McLAUGHLIN,

General Solicitor,

*United States Railroad Administration,
Washington, D. C.*

DEAR SIR: We enclose herewith original and two carbons of
voucher for the satisfaction of judgment against James C.
Davis, as agent of the President under the Transportation Act,
certified copy of which judgment is also enclosed. For your
information, we beg leave to report the following information
in regard to this case.

Voucher Number 3647.

Our Claim Number, 4151 & 5118. Personal injury, Frank
Jarvi.

Name of Claimant, Frank Jarvi.

Location where loss sustained, Sec. 18-49-17, Carlton County, Minn.

Amount of total loss claimed (\$30,376.75 corrected)-----	\$12,876.75
Amount of total loss as adjusted-----	9,000.00
Amount of Insurance-----	1,830.00
Uninsured Loss-----	7,170.00
Uninsured Loss paid at 40%-----	\$2,868.00
Insured Loss paid at 20%-----	366.00
Total of Judgment-----	\$3,234.00
Insured Loss not included in adjustment-----	\$-----

This judgment is vouchered as not bearing interest. By stipulation it will bear interest at 6% if not paid within 30 days after releases are tendered to us.

Very respectfully yours,

ALBERT BALDWIN,
Special Counsel,
Minnesota Fire Section.

86 4102. File No. 4151.

REPORT FOR SPECIAL COUNSEL

Name: Frank Jarvi.

Amount of Complaint: 15,000.00. Zone No. 2-Gn.

Questionnaire—Real Estate:

Bldgs, 5,965.00.

Timber, 240.25.

Land, 582.00.

Fences, 200.00.

Questionnaire—Personal: 5,889.50

Adjuster—Real Estate:

Bldgs, 4,095.76 (Too high).

Timber, 260.00 (More than claimed).

Land, None.

Fences, 136.00.

Adjuster—Personal: 3,649.50 (Too high).

Name of Adjuster: E. J. Quigley 7-20-22. See title.

Name of Cruiser: Symratt 6-8-22.

Red Cross Record: None.

Insurance Data Complete: Bankers & Merchants Fire Ins. Co. paid 1,830.00. Quest checks OK.

Remarks

Name Complaint: Frank Jarvi. Name Quest: Same.

Location Complaint: NW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of NW $\frac{1}{4}$ Sec. 18-49-17.

Location Quest: Same.

Complaint includes Property 4,000.00. Personal Injury to wife 11,000.00

Personal Injury Claim Frank Jarvi #5118.

Personal Injury Claim Ida Jarvi #4755.

XX Proof loss to Ins. Co. shows only 1 cow lost and no other cows or heifers lost or damaged. It shows 2 horses valued 480 lost and does not show any colt lost. It shows 17 tons hay lost and not 23 tons. Claim is badly padded on Farm Implements and Hhgs.

Recounted:

Bldgs.....	4,000
Personal	2,800
Timber (as claimed).....	240
Fence.....	136
	7,176

S. J. COEN,
Supt. of Adjusters.

Date 10/28/22.

87 3947.

District Court, Eleventh Judicial District

STATE OF MINNESOTA,
County of Carlton, ss:

FRANK JARVI, PLAINTIFF

vs.

JAMES C. DAVIS AS AGENT OF THE PRESIDENT UNDER THE
TRANSPORTATION ACT, SUBSTITUTED FOR GREAT NORTHERN
RAILWAY COMPANY DIRECTOR GENERAL OF RAILROADS, DE-
FENDANTS

STIPULATION FOR JUDGMENT

#4151 & #5118 (includes personal injury loss)

It is hereby stipulated between the parties to the above entitled action and James C. Davis, as agent of the President under The Transportation Act:

1. That said James C. Davis, as agent aforesaid, shall be substituted as, and shall be and remain, the sole defendant in

said action, all other defendants being hereby dismissed therefrom.

2. That the actual property loss involved in the above action, and for which no insurance has been paid, has been settled and agreed upon; that the following table sets forth said uninsured loss and also the amounts paid by, and the names of, the insurers of said property who join herein, and the amount at which said loss and insurance are hereby compromised.

Name	Loss or insurance	Compromise (amount)
Plaintiff's Loss in Excess of all insurance paid.....	\$7,170.00	\$2,868.00
Bankers & Merchants Fire Insurance Company.....	1,830.00	366.00
Total judgment to be entered.....		\$3,234.00

3. That judgment be forthwith entered in the above action for the amount last above stated, in favor of plaintiff and against said sole defendant, without interest, costs or other charges.

4. No part of said judgment shall be required to be paid until there shall be delivered to the said sole defendant, or his attorneys of record, written releases of all liability by reason of such losses and payments, signed by plaintiff personally and by all of said insurers by duly authorized agents. If said releases be not furnished within thirty (30) days after written notice to the attorneys for plaintiff, that defendant is ready to pay the same, the same shall be vacated and set aside, and the undersigned attorneys will stipulate for such vacation.

88 5. Plaintiff shall cause said judgment to be entered forthwith and the same shall be satisfied upon the payment of the face thereof without interest, costs, disbursements or other charge, provided that if said judgment be not paid within thirty (30) days after tender to defendant or his attorneys of record of the said releases duly signed, the same shall thereafter bear interest at six per cent (6%).

6. Said judgment and recovery shall be in full compromise, satisfaction, and settlement for all loss and all claims by subrogation or otherwise involved in said action or accruing to plaintiff, or the above named insurers through plaintiff, as a result of the October, 1918, fire, either against said sole defendant or said railway companies, except only that said judgment and recovery and said action shall not be deemed to include and the complaint in said action is hereby amended

to exclude, any claim for that portion of the plaintiff's loss covered by insurance, in the amounts hereafter set forth, heretofore paid to plaintiff by the following named insurers:

Insurer, None.

Amount paid, None.

M. E. LOUISELL, *Attorneys for Plaintiff.*

BALDWIN, BALDWIN, HOLMES & MAYALL,

By JOHN C. DWAN,

Attorneys for defendants and James C. Davis, as

Agent of the President Under The Transportation Act,

Attorneys for Interveners.

This stipulation and order to be ineffective until complaint in above action is filed with the clerk.

ORDER

Let judgment be entered forthwith as provided in the foregoing stipulation, reciting that it is rendered pursuant thereto.

Dated, 19.....

By the Court:

.....
District Judge

89 3854. Claim No. 4151.

Name, Frank Jarvi.

Bankers & Merchants Fire Ins. Co., \$1,830 @ 20%, \$366.00.

	Original	Recon- sidered (1)	Recon- sidered (2)
Personal Property	10/30/22	-----	-----
Real Estate	-----	-----	-----
Total Loss	\$4, 000	\$9, 000. 00	-----
Less Insurance	\$1, 830	\$1, 830	-----
Uninsured Loss	\$2, 170	\$7, 170	-----
Settlement at 40%	\$868	\$2, 868. 00	-----

Figured by: -----

Checked by: -----

This includes P. I. claim No. 5118, all under same complaint.

And,

1000-2500.

600-1600.

3805-11854.50

See P. I. claims 5118, 4755.

Complaint.

2868

366

3234

90 District Court, Eleventh Judicial District

STATE OF MINNESOTA,
County of Carlton.

FRANK JARVI, PLAINTIFF

vs.

JAMES C. DAVIS, DIRECTOR-GENERAL OF RAILROADS, AS AGENT
OF THE PRESIDENT UNDER "TRANSPORTATION ACT OF 1920,"
DEFENDANT.

COMPLAINT

Plaintiff complains of defendant and for his cause of action alleges:

1. That during all the time hereinafter mentioned the Great Northern Railway Company was and still is a railway corporation and common carrier of interstate passengers and merchandise by rail and owned a line of railway extending through divers counties in said state, including St. Louis and Carlton Counties, Minnesota. That at all said times it owned a line of railroad extending from Duluth to Floodwood, Minnesota.

2. That on the 21st day of March, 1918, the Congress of the United States of America passed an Act authorizing the President of the United States to take possession and assume control of all systems of transportation and the appurtenances thereof in the said United States, and that by proclamations dated December 26, 1917, and April 11, 1918, authorized by the Constitution of the United States through military necessity and said Act of Congress, the President of the United States did take possession and assume control of all the systems of transportation and appurtenances thereof, including the said Great Northern Railway Company. That on the 20th day of February, 1920, the Congress of the United States of America passed an act terminating Federal control of all systems of transportation and the appurtenances thereof, and authorizing the President of the United States to designate an agent against whom suits in equity and actions at law, based on causes of action arising out of possession of and operation by the President of the railroad or systems of transportation of any carrier, might be brought, and that pursuant to the authority vested in him by the Congress of the United States of America, the President of the United States heretofore duly appointed, designated and named Walker D. Hines, and thereafter and before the commencement of this action designated and named John Barton Payne as the proper agent against

whom said actions may be instituted, and that said John Barton Payne has resigned said office and said Davis has been duly appointed his successor and is now the agent for the purposes herein duly designated by the President of the United States as the proper party defendant to this action.

3. That at the times of the grievances mentioned and on October 12, 1918, and for months prior thereto, William G. McAdoo was the Director General of Railroads within and throughout the United States of America, and was duly authorized to act as such by the laws of the Congress of the United States in such case made and provided and by Presidential proclamation, and was then and there engaged in the actual operation and management and control of the various railroad systems throughout the United States and engaged in the active operation, management and control of the said Great Northern Railway Company. That the said William G. McAdoo thereafter was duly succeeded on appointment duly made by the President of the United States by Walker D. Hines, who thereupon became Director General of Railroads, and that by virtue of said Act of Congress and said Transportation Act of February 20, 1920, the said John Barton Payne duly succeeded said Walker D. Hines by virtue of the appointment duly made by the President of the United States prior to the beginning of this action and since the resignation of said John Barton Payne, said James C. Davis has duly succeeded him in said office and is now acting in said capacity.

4. That on the said 12th day of October, 1918, and for a long time prior thereto the plaintiff owned and occupied as a farm the following described premises, to-wit:

Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$), and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$), Section Eighteen (18), Township Forty-nine (49) North of Range Seventeen (17) West, Carlton County, Minnesota, which said premises lie in the sweep of the fires so set in the vicinity of and along the right of way of the said Great Northern Railway Company in the county and state aforesaid.

91 5. That said premises were of great value and had thereon divers buildings of the aggregate value of Five Thousand dollars and upwards. That thirty acres of said land were cultivated and improved land, and that there were on said premises at the time of the grievances hereinafter mentioned a large amount of growing timber of divers kinds of great value. That there were also upon said premises at the time aforesaid divers kinds of personal property of the value of

Four Thousand dollars and upwards belonging to the plaintiff as follows, to-wit:

Miscellaneous household furniture and equipment for keeping house, miscellaneous wearing apparel and personal effects, jewelry, pictures, photographs, miscellaneous family library, miscellaneous farming implements and working tools, carpenter's tools, gardening tools, miscellaneous live stock, miscellaneous vegetables, groceries and preserves, miscellaneous tackle for teams, including harness, 30 tons of hay; that said land was fenced with a good sufficient wire fence, and that said property, real and personal, with the improvements thereon was of the value of Eleven Thousand dollars at the date last aforesaid.

6. That on or about the 1st of Sept. to the 12th day of October 1918 while said William G. McAdoo as Director General of Railroads, through his servants and agents was running divers trains of cars of said Great Northern Railway on said railroad operating between Duluth and Floodwood, Minnesota, he allowed the locomotive engines of the trains to throw off, drop and scatter sparks of fire on the ground and other combustible material near and upon the right-of-way of the said Great Northern Railway Company at and near the stations commonly known as Mirbat, Congo, Brookston, and Brevator along said right-of-way of the said Great Northern Railway Company, and particularly at and near mile post 62, and at divers other points between Mirbat and said Brevator, Minnesota, a more particular description of which places and dates is unknown to the plaintiff, and also at a distance for several miles westerly of said station known as Mirbat and for several miles easterly of the station commonly known at Brevator, a more particular description of which dates and places is unknown to plaintiff, which said fires spread from said divers places and from the said right-of-way through divers and intermediate premises and spread to and upon the premises of the plaintiff.

7. That on or about the said 12th day of October 1918 and for a long time prior thereto, to-wit: several months, the said William G. McAdoo carelessly and negligently failed to keep the right-of-way of said Great Northern Railway Company clear of combustible materials. That the said William G. McAdoo on said date and for a period of about a week and upwards prior thereto at a time of the year when said materials were very dry and when high winds prevailed, set fire by his agents, servants, and employees to piles of ties and other debris located along said right-of-way at and near the vicinity

of the said station known at Brevator, and elsewhere along its said right-of-way easterly and westerly of said Brevator for a distance of about five miles and upwards. That said lands of the plaintiff were in the immediate vicinity of woodlands and lands liable to be overrun by fire, and the said William G. McAdoo by his said servants and agents negligently and unlawfully allowed the said fires so to escape from the said right-of-way and to spread over and upon adjoining and intermediate premises to the premises of the plaintiff.

8. That the said William G. McAdoo at said time and for a long time prior thereto, to-wit: several months, and while the weather was dry and the winds were high, negligently and unlawfully failed to employ at least one patrolman for each mile of said road so liable to be overrun by fire. That the said William G. McAdoo and his agents, knowing that fires were burning along said right-of-way at the places and during the times aforesaid, negligently and unlawfully failed
92 to concentrate help at said places and failed to adopt such measures as were available for the extinguishment of said fires.

9. That by virtue of the premises the said William G. McAdoo, while acting as Director General of Railroads, aforesaid, owed a duty to the plaintiff not to operate the said trains in the manner hereinbefore set forth and not to set fires by said trains, as herein alleged. That he owed a duty to the plaintiff not to do the acts heretofore alleged to have been negligently and unlawfully done, but on the contrary said William G. McAdoo owed the duty to the plaintiff of complying with the statutes of said state in such case made and provided. That the said William G. McAdoo wrongfully and unlawfully failed to perform any of his said duties in the premises. That solely as a result of said grievances hereinbefore set forth, and each of them, the said plaintiff suffered the damages hereinafter more particularly described.

10. That the fires so started, as aforesaid, were communicated directly or indirectly, and spread as aforesaid, to and upon the premises of the plaintiff, and on or about the 12th day of October 1918, burned over the said premises of the plaintiff and burned the standing timber thereon, destroying the humus of the soil which was very valuable for farming purposes, and destroyed the following buildings, to-wit: 1 dwelling house, 1 cow barn, 1 hay barn, 1 bathhouse, 1 toolshed, 1 pigpen, 1 woodshed, and miscellaneous outbuildings and said fence, and the following personal property hereinbefore described.

Plaintiff further alleges that his wife, Ida Jarvi, prior to the grievances herein, was a strong ablebodied woman and that she was the wife of the plaintiff and plaintiff was entitled to her services, comfort, and assistance. That the said Ida Jarvi, wife of the plaintiff, was necessarily caught in said fires so set, while trying to escape from the same in the vicinity of the plaintiff's said premises and was severely burned about divers parts of her body, including both hands, and about her neck and face. That on account of said injuries she necessarily had to be and was confined in St. Marys Hospital at Duluth, Minnesota, for a period of 11 weeks, and that she was sick as the result therefrom for a period of six months and upwards. That she became on account of said injuries sick, sore, lame, and disordered and was unable to perform her duties as the helpmate of plaintiff. That the plaintiff necessarily had to and did incur large expenses for medical and hospital care and nurses and medicines. That the health of plaintiff's said wife on account of said injuries has been permanently impaired and the value of her services permanently diminished and plaintiff will be obliged to incur large expenses in the future of like nature in endeavoring to care for her and to relieve her from said wounds and injuries. That said injuries are permanent and irreparable, and that plaintiff's vision in her left eye has also been seriously impaired and that said injury is permanent, all to the damage of the plaintiff in the sum of Fifteen Thousand dollars.

Wherefore, Plaintiff demands judgment against the defendant, James C. Davis, Director General of Railroads, as agent of the President under "Transportation Act of 1920," in the sum of Fifteen Thousand dollars, together with the costs and disbursements of this action, and interest from October 12 1918.

JOHN R. HEINO,

M. E. LOUISELL,

Attorneys for Plaintiff,

Business Address: Suite 604-606 Lonsdale Bldg.,

Duluth, Minnesota.

GEORGE H. SPEAR,

Suite 500, Lonsdale Bldg., Duluth, Minn.

STATE OF MINNESOTA,
County of Carlton.

FRANK JARVI, PLAINTIFF

vs.

JAMES C. DAVIS, DIRECTOR GENERAL OF RAILROADS, AS AGENT
OF THE PRESIDENT UNDER TRANSPORTATION ACT OF 1920,
DEFENDANT

SUMMONS

The State of Minnesota to the Above-named Defendant:

You are hereby summoned and required to answer the complaint of the Plaintiff in the above-entitled action, which complaint is hereto annexed and herewith served upon you and to serve a copy of your answer to the said complaint on the subscriber, M. E. Louisell, at his office, in the City of Duluth, in said County of St. Louis, within twenty (20) days after the service of this summons upon you, exclusive of the day of such service; and if you fail to answer the said complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in said complaint, together with the Plaintiff's costs and disbursements herein.

Dated this 26th day of January 1922.

JOHN R. HEINO,
M. E. LOISELL &
GEO. H. SPEAR,
Attorneys for Plaintiff,

Suite 604-606 Lonsdale Building, Duluth, Minnesota.

94 [State of Minnesota, County of Carlton. District Court 11th Judicial District. Frank Jarvi, plaintiff, vs. James C. Davis, Director General of Railroads, as Agent of the President under Transportation Act of 1920, defendant. Summons and Complaint. John R. Heino, M. E. Louisell, Geo. H. Spear, Attorneys for Plaintiff, Suite 604-606 Lonsdale Bldg., Duluth, Minnesota.]

95 Dev-0543474-MML-C

DECEMBER 26, 1935.

DIRECTOR GENERAL OF RAILROADS,
*Room 1424, Interstate Commerce Commission Building,
Washington, D. C.*

SIR: Transmitted herewith for administrative examination and report is copy of letter, dated November 11, 1935, with

paper attached, from R. R. Burdick, % Burdick & Campbell, Providence Building, Duluth, Minnesota, as attorney for Frank Jarvi, presenting claim in the sum of \$4,302.00, representing balance of loss incurred as a result of fire originating from the operation of railroads by the United States in the State of Minnesota, on or about October 12, 1918.

In all future correspondence concerning this matter, please quote the above reference.

Respectfully,

(Signed) H. W. TERRELL,
Chief of Section.

Encs.
Jr.

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LAW OFFICES

Theo. Hollister, N. B. Arnold, Lathers & Hoag, Burdick & Campbell, Providence Building, Duluth, Minnesota. Frank Yetka, Cox & Michaelson, Cloquet, Minnesota.

Records Division. Misc. Case # Claim # No Claim 11-21-35. Debt Record: Filed Oct. 30, 1940. Charles E. Stewart, Clerk.

CLOQUET, MINNESOTA, November 11, 1935.

CLAIMS DIVISION,

General Accounting Office, Washington, D. C.

GENTLEMEN: Pursuant to the Act of Congress known as Private Law No. 336, 74th Congress, approved August 27, 1935, otherwise known as Minnesota Fire Claims Act, we enclose herewith a tabulated list of claims, being 78 in number.

These claims have been prepared pursuant to your regulations and the construction and interpretation thereof following a conference in your department by our Mr. Cox.

After your inspection of these proofs, we would appreciate receiving, at once, any comment you may have to make.

Please acknowledge receipt of enclosures.

Yours very truly,

(Signed) R. E. BURDICK,
For the Above Attorneys.

REB:SJT.

Encl. 78.

Original in Claim No. 0540062. General Accounting Office, Received Records Division, Nov. 14, 1935. Claims Development unit. Received Dec. 8, 1935. G. A. O., Records Division.

97 [Nov. 14, 1935. G. A. O.] Government File No. 4151 and 5118. In District Court, Carlton County, Minnesota. Frank Jarvi, plaintiff, vs. Director General of Railroads, defendant. [General Accounting Office. Received Records Division, Nov. 14, 1935.]

In re Application of Claimant herein for Payment of Minnesota Forest Fire Loss of October 1918, under Act of Congress Providing Therefor, Private Law No. 336, 74th Congress.

To the Honorable, The Comptroller General of the United States, Washington, D. C.:

Frank Jarvi, hereinafter called the "Claimant," hereby makes claim to the Comptroller General of the United States under the provisions of an Act of Congress entitled "An Act for the Relief of Certain Claimants who Suffered Loss by Fire in the State of Minnesota, during October, 1918," and now known as Private Law No. 336, 74th Congress, approved August 27th, 1935, for the payment of \$4,302.00 and in support of said claim states and sets forth the following facts:

1. That Plaintiff brought suit in the District Court of Carlton County, Minnesota, against the Director General of Railroads (Agent of the President under the Transportation Act) for a loss alleged to have been caused by fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918; that issue was duly joined in said action by the serving and filing of an answer to the complaint in said suit.

2. That thereafter a Stipulation for Judgment was entered into in said action.

3. That Judgment was duly entered upon said Stipulation on February 2, 1923.

4. That said Stipulation is on file with the Clerk of Court in the above-named county, and a duplicate original copy is on file with the Director General of Railroads, which Stipulation shows on its face:

That the amount of damages agreed upon was \$9,000.00.

That the amount of insurance paid the claimant by insurance companies named therein was \$1,830.00.

That claimant's net loss, being the amount of such damages less the aggregate amount of insurance paid was \$7,170.00.

That of said net loss the government paid (being 40%) \$2,868.00.

5. That the balance due claimant is \$4,302.00.

The undersigned claimant hereby nominates and appoints Theo. Hollister, N. B. Arnold, Lathers & Hoag, Burdick &

Campbell, Providence Building, Duluth, Minnesota, and Frank Yetka and Cox & Michaelson, Cloquet, Minnesota, as Claimant's attorneys, to act in Claimant's name and stead, to take such steps, and to do and perform such acts, things, and services as may be necessary and requisite to establish Claimant's right to payment under said act and to collect the said claim and receipt therefor the same as Claimant could or might do in person, hereby ratifying and confirming each, all and every act done and thing performed by Claimant's said attorneys, with power of substitution in the premises; and the undersigned Claimant hereby employs said attorneys to perform said services, and agrees to pay to said attorneys a sum equal to 10% of the amount recovered in said claim in full compensation for such services and for the prosecution of said claim. And the undersigned Claimant hereby requests the Comptroller General of the United States to draw a separate check payable to said attorneys in the amount of such attorneys fees, being 10% of Claimant's claim herein.

Dated September 30, 1935.

FRANK JARVI,
R. 3 Box 213, Cloquet, Minn.

In the presence of
MILDRED BORSHEIM.
RICHARD RAUTIO.

Accepted:

THEO. HOLLISTER,
N. B. ARNOLD,
LATHERS & HOAG,
FRANK YETKA,
COX & MICHAELSON,
BURDICK & CAMPBELL,
By H. S. CAMPBELL.

STATE OF MINNESOTA,
County of Carlton, ss:

Frank Jarvi, being first duly sworn on oath says—that affiant is the Claimant within named—that affiant has read or heard read the whole of the foregoing application and power of attorney, and exhibits attached thereto, and that the same is in all things true and correct; that said claim and no part thereof has ever been assigned.

FRANK JARVI.

Subscribed and sworn to before me this 7th day of November, 1935.

MILDRED BORSHEIM,
Notary Public, Carlton County, Minnesota.

My commission expires Sept. 27, 1942.

CERTIFICATE OF IDENTIFICATION

I hereby certify that Frank Jarvi, the person named in and making the foregoing claim is the person he represents himself to be.

JOSEPH N. FRANKLIN,
Ass't Postmaster, of Cloquet, Minn.

H. S. CAMPBELL,
One of Claimant's Attorneys.

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- 98 Regulations and Procedure for Presentation of
Claims Under Private No. 336, Approved
August 27, 1935

GENERAL ACCOUNTING OFFICE,
Washington, D. C., September 10, 1935.

MINNESOTA FIRE CLAIMS

The Act of August 27, 1935, Private No. 336 (copy attached), provides for payment to those claimants, the amount of whose loss on account of fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918, has been determined by court proceedings or by the Director General of Railroads, the difference between the amount of such loss so determined and the amount actually paid by the United States to such claimant, less any amount paid to such claimant by any fire insurance company on account of such fire.

Thus, only claims as to which the amount of loss has been determined by court proceedings or by the Director General of Railroads may be entertained, and there may now be paid only the difference between the amount of loss as so determined and the amount heretofore paid on behalf of the United States—less any amount paid by any fire insurance company on account of such loss.

Section 2 of the Act provides:

“* * * The Comptroller General of the United States shall determine the amount due on any application, and the person entitled thereto under this Act, and shall certify such determination to the Secretary of the Treasury, which determination shall be final. The Comptroller General shall promulgate rules and regulations as to the identity of claimants, the validity of assignment, and all other matters in con-

99 nection with the determination of the amounts due and the persons to whom such amounts shall be paid under this Act."

Pursuant to the above-quoted provisions the following rules and regulations are prescribed:

No claim under the aforesaid act may be considered unless filed in the General Accounting Office within two years from August 27, 1935.

Each claim must be over the signature of the claimant. If filed by an attorney, it must be accompanied by a power of attorney executed by the claimant and a copy of the agreement for employment of the attorney showing the amount of the fee to be paid such attorney for the prosecution of the claim.

Claimants other than farmers' mutual fire insurance companies shall state, under oath, as near as may be, (1) the amount of the loss as determined by court proceedings and/or by the Director General of Railroads; (2) if determined by court proceedings, the title of the case, the court, and the date of judgment; (3) the amount actually paid by the United States to claimant; and (4) the amount paid by any fire insurance company on account of such loss, stating the name of the company, the approximate date of the payment, or payments, and on what part of the claim, if not on the whole, payment was so made.

No set form of claim is necessary. It would be preferable, and possibly more convenient for claimants, for each claimant to state all of the material facts with respect to his claim, as herein required, and such additional facts as are believed might prove of assistance, in a letter addressed to and filed in the General Accounting Office, Washington, D. C. The claim in such form will be satisfactory, but must be sworn to
100 before a Notary Public or other officer authorized by law to administer oaths and have attached thereto a certificate by a Postmaster, or other local officer of the Federal Government, to the effect that the person making the claim is the person he represents himself to be.

Claims by assignees must be supported by documentary evidence establishing the assignment, its date and the amount paid as consideration therefor.

Claims by heirs, administrators, executors, and others claiming through original claimants who have died or whose status has changed subsequent to filing claim with the Director General of Railroads shall be accompanied by executed Standard Form No. 1055, which form may be obtained upon application

the General Accounting Office. In the case of administrators, executors, guardians and committees the form shall be accompanied by a short certificate of the clerk of the appropriate court showing that the person claiming is duly qualified to act as such and has not been discharged.

Claims of farmers' mutual fire insurance companies shall be supported by receipts and cancelled checks, or other competent evidence, establishing each of the payments for which subrogation is claimed and by documentary evidence establishing that the claiming companies are, in fact, farmers' mutual fire insurance companies within the terms of said act of August 27, 1935.

(Signed) J. R. McCARL,
Comptroller General of the United States.

101 [Private—No. 336—74th Congress]

[S. 1448]

AN ACT

For the relief of certain claimants who suffered loss by fire in the State of Minnesota during October 1918.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Treasury is authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, in accordance with certifications of the Comptroller General of the United States under this Act, to each claimant or its or his heirs, representatives, administrators, executors, successors, or assigns, the amount of whose loss, on account of fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918, has been determined by court proceedings or by the Director General of Railroads, the difference between the amount of such loss so determined and the amount actually paid by the United States to such claimant less any amount paid to such claimant by any fire-insurance company on account of such fire: Provided, That notwithstanding the terms and conditions of any policy of insurance, or the provisions of any law, no fire-insurance company, except farmers' mutual fire-insurance companies, shall have any rights in and to funds herein appropriated, the payments herein provided for, nor to any right of subrogation whatsoever. That said farmers' mutual fire-insurance companies shall be paid in the same manner and to the same extent as other claimants: Provided

further, That no person who makes claim under this Act by virtue of having acquired and succeeded to the rights of the original claimant through purchase and assignment, from said claimant of said claim, shall receive more than the amount actually paid for such claim and assignment.

SEC. 2. No payment under the provisions of this Act shall be made unless an application therefor is filed with the Comptroller General of the United States by or on behalf of the person entitled to payment within two years after the date of the enactment of this Act. The Comptroller General of the United States shall determine the amount due on any application, and the person entitled thereto under this Act, and shall certify such determination to the Secretary of the Treasury, which determination shall be final. The Comptroller General shall promulgate rules and regulations as to the identity of claimants, the validity of assignments, and all other matters in connection with the determination of the amounts due and the persons to whom such amounts shall be paid under this Act. The amount to be paid under this Act shall be ascertained from the records of the Director General of Railroads, and such records shall be conclusive evidence of the amount of any such loss, the amount paid by the United States with respect thereto, and the amount paid by any insurance company with respect thereto. Such records
102 shall also be conclusive evidence of the person entitled to payment, except that if in any judicial proceeding in which final judgment has been rendered the right of any person to succeed to the rights of the person who suffered the loss by the fire has been determined, such judgment shall be conclusive as to the heir, representative, administrator, executor, successor, or assignee, as the case may be, entitled to payment.

SEC. 3. The words "person" and "claimant," as used in the Act, shall include an individual, two or more persons having a joint or common interest, company, partnership, and municipal and private corporations.

SEC. 4. Any person or group of persons individually or collectively who charge or collect, or attempt to charge or collect, either directly or indirectly, any fee or other compensation for assisting in any manner any person in obtaining the benefits of this Act in excess of 10 per centum of the amount of the claim actually paid under this Act shall, upon conviction thereof, be subject to a fine of not more than \$500 or imprisonment for not more than one year, or both.

Approved, August 27, 1935.

103 District Court of United States for District of
Columbia

Filed Oct. 31, 1940. Charles E. Stewart, Clerk.

Order for judgment on the Pleadings

This cause coming on to be heard upon the motion of plaintiff for judgment on the pleadings, and counsel for all parties having appeared, and after oral argument before the Court, and the Court having been fully advised in the premises, it is by the Court this 31st day of October 1940,

Ordered, upon all the files, records, and proceedings herein, and upon the pleadings, that the motion of plaintiff for judgment upon the pleadings be and the same is hereby granted. And it is further

Ordered that the defendant Comptroller General of the United States forthwith certify to the Secretary of the Treasury of the United States for payment the claim of plaintiff set forth in the complaint herein and heretofore filed with said Comptroller General for the balance of his claim in the sum of \$4,302, as provided and directed by Private Law 336, 74th Congress (49 Stat. 2194).

By the Court:

JENNINGS BAILEY,
Justice.

No objection to form.

BERNARD J. LONG,
Assistant U. S. Atty.

104 In the District Court of the United States for
the District of Columbia

Filed Nov. 25, 1940. Charles E. Stewart, Clerk.

Notice of appeal

Notice is hereby given this 25th day of November 1940, that Richard N. Elliott, as Acting Comptroller General of the United States, defendant in the above entitled cause hereby appeals to the United States Court of Appeals for the District of Columbia from the judgment of this Court entered on the 30th

day of October 1940, in favor of Plaintiff against said Defendant.

EDWARD M. CURRAN,
U. S. Atty.,
BERNARD MARGOLIUS,
Asst. U. S. Atty.,
Attorneys for Defendant.

I hereby certify that the above-entitled notice of appeal was served by mail this 25th day of November 1940, upon George F. Shea, Attorney for the plaintiff.

BERNARD MARGOLIUS,
Asst. U. S. Atty.

105 Book 17, page 377. Filed Dec. 11, 1940. Charles E. Stewart, Clerk.

District Court of United States for District of Columbia

Order for substitution of defendant

Upon consideration of the petition and motion filed herein by plaintiff, and it appearing to the court that good cause has been shown, it is by the Court this 11th day of December 1940,

Ordered that Lindsay C. Warren, Comptroller General of the United States, be and he is hereby substituted as defendant in the place and stead of Richard N. Elliott, Acting Comptroller General of the United States.

By the Court:

BOLITHA J. LAWS,
Justice.

No Objection:

BERNARD J. LONG,
Asst. U. S. Atty.

MEMORANDUM

January 4, 1941

Time for filing transcript of record in United States Court of Appeals extended to and including January 11, 1941.

106 In the District Court of the United States for the
District of Columbia

Filed Dec. 30, 1940. Charles E. Stewart, Clerk.

Stipulation as to record

It is hereby stipulated by and between attorneys for the plaintiff-appellee—and the defendant-appellant—that the record on appeal in the above-entitled cause shall consist of the following designated parts of the record:

1. Complaint filed April 17, 1940, and exhibits attached thereto.
2. Answer of defendant filed June 19, 1940.
3. Motion for judgment on the pleadings, filed August 17, 1940.
4. Affidavit of N. B. Arnold, filed August 17, 1940.
5. Order substituting Richard N. Elliott as defendant entered October 10, 1940.
6. Copies of documents certified by the General Accounting Office and filed October 30, 1940.
7. Order for judgment on the pleadings for plaintiff, entered October 31, 1940.
8. Notice of appeal filed November 25, 1940.
- 107 9. Order substituting Lindsay C. Warren as defendant, entered December 11, 1940.
10. This stipulation.

EDWARD M. CURRAN,
Edward M. Curran,
United States Attorney.

BERNARD J. LONG,
Bernard J. Long,
Assistant United States Attorney.

BERNARD MARGOLIUS,
Bernard Margolius,
*Assistant United States Attorney,
Attorneys for the defendant-appellant.*

Theodore Hollister,
N. B. Arnold,
Lathers & Hoag,
Ralph E. Burdick,
Hanford F. Cox,
V. J. Michaelson, and
Frank Yetka,

By GEORGE F. SHEA,
George F. Shea,
Attorneys for plaintiff-appellee.

108

District Court of the United States
for the District of Columbia

UNITED STATES OF AMERICA,

District of Columbia, ss:

I, Charles E. Stewart, Clerk of the District Court of the United States for the District of Columbia, hereby certify the foregoing pages numbered from 1 to 107, both inclusive, to be a true and correct transcript of the record, according to directions of counsel herein filed, copy of which is made part of this transcript, in cause No. 6623, Civil Action, wherein Frank Jarvi is Plaintiff and Lindsay C. Warren, as Comptroller General of the United States, is Defendant, as the same remains upon the files and of record in said Court.

In testimony whereof, I hereunto subscribe my name and affix the seal of said Court, at the City of Washington, in said District this 7th day of January, 1941.

[SEAL]

C. E. STEWART, *Clerk*.

[Endorsement on cover] No. 7808. Warren vs. Jarvi.
United States Court of Appeals for the District of Columbia.
Filed Jan. 10, 1941. Joseph W. Stewart, Clerk.

TRANSCRIPT OF RECORD

UNITED STATES COURT OF APPEALS FOR
THE DISTRICT OF COLUMBIA

JANUARY TERM, 1941

No. 7809

SPECIAL CALENDAR

LINDSAY C. WARREN, COMPTROLLER GENERAL OF
THE UNITED STATES, APPELLANT

vs.

FRANK JARVI, AS ADMINISTRATOR OF THE ESTATE
OF IDA JARVI, DECEASED

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF COLUMBIA

FILED JANUARY 10, 1941

UNITED STATES COURT OF APPEALS FOR
THE DISTRICT OF COLUMBIA

JANUARY TERM, 1941

No. 7809

LINDSAY C. WARREN, COMPTROLLER GENERAL OF
THE UNITED STATES, APPELLANT

vs.

FRANK JARVI, AS ADMINISTRATOR OF THE ESTATE
OF IDA JARVI, DECEASED, APPELLEE

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF COLUMBIA

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I

A District Court of the United States for the
District of Columbia
Civil Action No. 6624

FRANK JARVI, AS ADMINISTRATOR OF THE ESTATE OF IDA JARVI,
DECEASED, PLAINTIFF

vs.

LINDSAY C. WARREN, AS COMPTROLLER GENERAL OF THE
UNITED STATES, DEFENDANT

UNITED STATES OF AMERICA,
District of Columbia, ss:

Be it remembered, that in the District Court of the United States for the District of Columbia, at the City of Washington, in said District, at the times hereinafter mentioned, the following papers were filed and proceedings had, in the above-entitled cause, to wit:

1 District Court of the United States for the
District of Columbia

Complaint for Proceedings in the nature of mandamus to compel certification and payment of claims under private act 336—74th Congress

Filed April 17, 1940. Charles E. Stewart, Clerk.

The plaintiff for his cause of action herein complains of the defendant and alleges:

I

That the plaintiff is a resident of the County of Carlton, in the State of Minnesota, and a citizen of the United States, and more than twenty-one years of age.

II

That the above named plaintiff is the duly appointed, qualified and acting administrator of the estate of Ida Jarvi, deceased; a certified copy of which appointment is hereto annexed, marked Exhibit "A" and made a part hereof.

III

That the defendant Fred H. Brown is the duly appointed, qualified, and acting Comptroller General of the United States, and is sued herein in his official capacity as such;

that he is charged by law with the duty of certifying for payment certain claims against the United States Government, including the claim of the plaintiff herein, under and pursuant to Private Law No. 336—74th Congress.

2

IV

That this is an action brought against the said defendant, Fred H. Brown, in his official capacity, to obtain an order and judgment of this court requiring the said defendant to certify for payment the claim of plaintiff herein referred to, under the terms and provisions contained in said Private Law No. 336—74th Congress, and said action is commenced within six years of the date of the enactment of the said Private Law 336—74th Congress, a true copy of which said Private Law is hereto annexed, marked Exhibit B and made a part hereof.

V

That on or about the 12th day of October 1918 a fire originated from the operation of railroads in the State of Minnesota by the United States Government. That at said time the deceased Ida Jarvi was a resident of the County of Carlton, and State of Minnesota, and within the area covered by said fire, and was severely burned thereby and disfigured, and the health of the said Ida Jarvi was thereby permanently injured, and her future earning capacity greatly diminished, and as the result of said burning and injury the said deceased, Ida Jarvi, was caused to suffer intense pain and was required to and did seek medical and hospital attendance for a time thereafter, for all of which she claimed loss and damage against the said United States Government, and to recover therefor commenced an action in the District Court of the County of Carlton, Minnesota, Eleventh Judicial District, against James C. Davis, Director General of Railroads, as agent of the President under the Transportation Act of 1920.

VI

That under the Transportation Act of 1920 provision was made for the prosecution of actions against the Director General of Railroads, as agent of the President under said Act, in the same manner and to the same extent and effect as if the said actions were commenced and prosecuted against the Railroad Corporation owning the railroads prior to the passage of said Act.

3

VII

That said fire so originated at said time extended over a very large area and caused great loss and damage to property, personal injury to a large number of persons, and resulted in the death of many people. That as the result thereof a large number of claimants, who sustained loss and damage resulting from said fire, brought actions against the Director General of Railroads, as agent of the President under the Transportation Act of 1920. That the said deceased Ida Jarvi was one of the above-named claimants, and brought such an action in her own behalf, for the purpose of recovering damages for her personal injury, against the said Director General of Railroads, as agent of the President under the said Transportation Act. That after extensive trials, extending over several months, liability was fixed upon the said Director General of Railroads as agent of the President under said Transportation Act, covering a large area of territory burned over by said fire, including the territory where the said Ida Jarvi was situated and was injured at the time of said fire.

VIII

That following said trials in which the United States Government was found liable for the damages caused by said fires, the said Director General of Railroads, as agent of the President under the said Transportation Act, offered to pay to the said claimants, upon certain conditions hereinafter stated, certain sums of money on account thereof, based upon certain percentages of the actual loss and damage so sustained by claimants.

IX

That following the said fire of October 12, 1918, the persons in the burned over area, including the said Ida Jarvi, were very destitute, their homes and property, both personal and real, had been destroyed, many personal injuries and deaths had resulted from said fires, and many of said claimants, including the said Ida Jarvi, were without means to rebuild their homes or to obtain the means of subsistence, and hence were compelled to and did accept the offers of said Director General of Railroads.

X

That the Director General of Railroads, as Agent of the President, offered to pay to this claimant, and other similarly

situated, forty per cent of the actual property and other losses, injuries, and damages sustained by them as determined in any case, less any fire insurance theretofore paid by any fire insurance company on account of the injury and damage to property sustained by claimant, as aforesaid.

That as a condition precedent to the payment of any moneys whatsoever to claimants, said Director General demanded and required that all claimants, within the limits covered by the proposal, must accept the terms of settlement.

Said Director General further required that claimant execute and file a verified claim setting forth in detail the nature and extent of the loss and injury sustained and claimed by claimant, and furnish such other and further information as might be required, in order that the same might be examined by the Agents of the Director General.

It was provided further that in no case should the government be liable for or required to pay on account of personal injuries an amount in excess of the prescribed percentage upon \$10,000.00.

It was further provided that all claims for loss or damage to property, injury to person and for wrongful death should be settled and paid upon the same percentage applied to the area in which such loss, damage, injury, and death was sustained.

That after such examination an offer of settlement would be made and the amount of claimant's injury, loss, and damage would be fixed and agreed upon between the parties, and a written stipulation would be entered into based upon the amount of such agreed settlement, providing for the entry of a judgment for a percentage of the loss, and further required that a satisfaction and release be executed by claimant, making a complete and final record settlement of said action in order that no further legal proceedings could be taken by plaintiff, making it appear upon the records that a genuine settlement and compromise of the claim had been made by the parties.

XI

That pursuant to said proposal, and in compliance therewith, said Ida Jarvi submitted a verified claim for the loss and damage sustained by her, and such additional information as was required. That the amount of such actual loss and damage was thereafter fixed and determined by agreement between said Director General of Railroads, acting through his representatives, and the said Ida Jarvi, now deceased, by her attorneys, at the sum of ten thousand dollars (\$10,000.00), and

judgment was entered for the percentage of the loss so determined and agreed upon, being forty per cent thereof, or \$4,000.00, which amount of \$4,000.00 was paid and said judgment was satisfied of record, leaving sixty per cent of the agreed and actual loss or \$6,000.00 unpaid.

XII

That thereafter the said Ida Jarvi, and others similarly situated, being aggrieved by the fact that the so-called settlements were forced upon them by the said Director General of Railroads, as agent of the President, aforesaid, and that they were compelled and coerced by circumstances beyond their control, and against their will, to accept a percentage of their actual losses under the terms and conditions imposed upon them by the said representative of the Government, or carry on protracted litigation over a long period of time, at great expense and delay, petitioned the Congress of the United States for the enactment of proper legislation, providing for payment to said Ida Jarvi, now deceased, and others
6 similarly situated, by the United States Government of the difference between the amount of their actual losses, so previously agreed upon, and the amounts theretofore paid by the Government of the United States.

XIII

That thereafter the Congress of the United States, for the relief of the said Ida Jarvi, now deceased, and other persons similarly situated, did on the 20th day of August 1935, enact Private Law, No. 336—74th Congress, approved August 27, 1935, a true copy of which Act is hereto attached, marked Exhibit B, and made a part hereof.

XIV

That on or about the 12th day of December 1935, under and pursuant to the said Private Law No. 336—74th Congress, heretofore referred to, and within two years after the enactment of said law, the plaintiff herein, as representative of the estate of the said Ida Jarvi, deceased, pursuant to the rules and regulations promulgated by the Comptroller General of the United States, submitted a verified claim to the Comptroller General for the amount of the unpaid loss and damage, so determined and agreed upon, arising from the personal injuries sustained by the said Ida Jarvi, deceased, heretofore referred to, in the sum of six thousand dollars (\$6,000.00).

That a true and correct copy of plaintiff's said claim is hereto attached, marked Exhibit C, and made a part hereof.

XV

That the Comptroller General of the United States, pursuant to said Act, did receive and file plaintiff's said application for payment of the balance of the said personal injury loss of the said Ida Jarvi, now deceased (No. 0550577), and determined that the amount claimed by plaintiff, to-wit: \$6,000.00 was correct, and remained wholly unpaid, and was also correct as to the identity of the plaintiff, as representative of said estate as the proper party to make and file said claim, all of which was disclosed by the records of the said Director General of Railroads, and was and is conclusive and binding
7 upon the said Comptroller General as to the facts.

That on or about September 11, 1936, the Acting Comptroller General of the United States arbitrarily, unlawfully, wrongfully, contrary to the facts disclosed by the records of the Director General of Railroads, and in violation of his oath of office and duties as such Acting Comptroller General, and in violation of the positive and specific duties imposed upon him by and under the terms of Private Law #336—74th Congress, refused to certify the amount due plaintiff because of the injury to said Ida Jarvi aforesaid in the sum of \$6,000.00, and stated the following alleged reasons as the sole and only excuse for so doing:

"The term 'loss' used in the statute cited is not applicable under the context thereof to claims by reason of personal injuries or death occasioned by the fire. Furthermore, personal injuries or death are not covered by fire insurance policies. Accordingly, it would appear the statute refers exclusively to property losses, in view of which payment to you of the amount claimed is unauthorized."

"I therefore certify that no balance is found due you from the United States.

"Respectfully,

"(Signed) R. N. ELLIOTT,

"Acting Comptroller General of the United States,

"By B. W. EATON."

which ruling of the Acting Comptroller General of the United States has never been changed or modified.

XVI

That the plaintiff has made due demand upon said Comptroller General of the United States that he certify to the

Secretary of the Treasury of the United States for payment the amount of plaintiff's claim for the balance due on account of the personal injuries sustained by the said Ida Jarvi, now deceased, in the sum of six thousand dollars (\$6,000.00), which amount the said plaintiff, as such administrator, is legally and lawfully entitled to receive as payment from the United States Government under the provisions of the said Private Law No. 336—74th Congress, which Act was
8 passed for the relief of the said Ida Jarvi, now deceased, and other claimants similarly situated. That said Comptrollers General of the United States, ever since the filing of the said claim by this plaintiff, have wrongfully, arbitrarily, capriciously, and unlawfully refused, failed, and neglected to perform the plain ministerial duty imposed upon them by Private Law No. 336—74th Congress, to certify the same to the Secretary of the Treasury of the United States for payment, so that plaintiff would be paid the sum which he is legally and justly entitled to receive as representative of the estate of one of the claimants for whose benefit said Private Law No. 336 was enacted.

XVII

That the plaintiff herein, at the time of filing his said claim with the Comptroller General of the United States, as hereinbefore alleged, did comply with all of the provisions of the said Private Law No. 336, and with all of the rules and regulations theretofore promulgated by the said Comptroller General of the United States, and did every act and thing by him, required to be done and performed in the filing of said claim, as such representative of said estate, so as to be entitled to have the same certified for payment by the Comptroller General of the United States.

XVIII

That the plaintiff, as representative of the estate of the said Ida Jarvi, deceased, has no speedy, adequate remedy at law to enforce his rights for the payment of the said claim.

Wherefore plaintiff demands judgment against the defendant:

(1) That the court decree and declare that the refusal of the Comptroller General of the United States to certify for payment the claim of the plaintiff herein, as representative of the estate of the said Ida Jarvi, deceased, under the provisions of the said Private Law No. 336—74th Congress, was and is contrary to law, is of no legal force and effect, and is not binding upon this plaintiff.

9 (2) That the court decree and declare that it is the ministerial duty of the said Comptroller General of the United States to certify to the Secretary of the Treasury of the United States, for payment, the claim of the plaintiff, as representative of the estate of Ida Jarvi, deceased, heretofore filed with the said Comptroller General for the balance of the claim of the said Ida Jarvi for injury to her person, in the sum of six thousand dollars (\$6,000.00) in accordance with the provisions of Private Law No. 336—74th Congress, and that said Comptroller General be ordered and directed to issue his certificate accordingly.

(3) That plaintiff have such other further order and relief as to the court may seem just, equitable, and requisite in the premises.

(4) That plaintiff have judgment for his costs and disbursements herein.

Dated April 17th, 1940.

THEODORE HOLLISTER,
N. B. ARNOLD,
LATHERS & HOAG,
RALPH E. BURDICK,
HANFORD F. COX,
V. J. MICHAELSON, and
FRANK YETKA,

By V. J. MICHAELSON,
Attorneys for Plaintiff,
330 Minnesota Building, St. Paul, Minnesota.

GEORGE F. SHEA,
George F. Shea,
Attorney of Record for Service of Papers,
931 Tower Building, Washington, D. C.

10

In Probate Court

STATE OF MINNESOTA,
County of Carlton, ss:

Letters of administration

In the Matter of the Estate of IDA JARVI, DECEDENT

Filed, April 17, 1940. Charles E. Stewart, Clerk.

Frank Jarvi, having filed in this Court his bond and oath to act as administrator of said estate, as by law provided;

Now, Therefore, The said Frank Jarvi is hereby appointed

administrator of the estate of Ida Jarvi, decedent, with full powers and duties as follows:

First. To take possession of all the real and personal estate of the decedent which shall not be set aside for the surviving spouse or children of decedent and to collect all debts and claims due the said decedent.

Second. To receive the rents and profits of the real estate until the estate is settled or until delivered over by an order of the Probate Court to the heirs or persons thereunto entitled.

Third. To keep in tenantable repair all houses, buildings, and fixtures of said real estate which may be under his control, and to pay all taxes legally levied on said real estate.

Fourth. To maintain any necessary action for the possession of said real estate or quieting title to the same.

Fifth. Within three months hereafter to make and return a verified inventory and appraisement of all the real and personal estate of decedent which shall have come to his possession or knowledge.

Sixth. To pay the funeral expenses, and expenses of the last sickness and all just debts of said decedent that shall be proved and allowed herein, to settle and compound the same, and to make defense against any claims that are not just and proper to be allowed.

Seventh. To obey all orders of the Court herein and settle for and account for the property of the decedent within the time prescribed by the Court.

Dated January 13th, 1936.

By the Court.

[SEAL]

MARTIN C. CHRISTENSEN,
Judge of Probate.

11 In Probate Court

STATE OF MINNESOTA,

County of Carlton, ss:

I, Ed J. Johnson, Judge of the Probate Court, in and for said County and State aforesaid, do hereby certify that I have compared the within and foregoing paper writing with the original Letters of Administration in the matter therein entitled, now remaining of record in my office, and that the same is a true and correct copy of said original, and the whole thereof.

Witness, My hand and the seal of said Court, at Carlton, Minnesota, this 15th day of February, A. D. 1940.

ED J. JOHNSON,
Judge of Probate.

File: 3718. No. 14. State of Minnesota, County of Carlton. In Probate Court. In the Matter of the Estate of Ida Jarvi, Decedent. Letters of Administration. Filed this 13th day of January 1936, and recorded in Book 44 of Letters on page 118. Martin C. Christensen, Judge of Probate. By: jc.

12

Exhibit B

Filed Apr. 17, 1940. Charles E. Stewart, Clerk. 6624.

[Private—No. 336—74th Congress]

[S. 1448]

An Act for the relief of certain claimants who suffered loss by fire in the State of Minnesota during October 1918.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Treasury is authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, in accordance with certifications of the Comptroller General of the United States under this Act, to each claimant or its or his heirs, representatives, administrators, executors, successors, or assigns, the amount of whose loss, on account of fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918, has been determined by court proceedings or by the Director General of Railroads, the difference between the amount of such loss so determined and the amount actually paid by the United States to such claimant less any amount paid to such claimant by any fire-insurance company on account of such fire: Provided, That notwithstanding the terms and conditions of any policy of insurance, or the provisions of any law, no fire-insurance company, except farmers' mutual fire-insurance companies, shall have any rights in and to funds herein appropriated, the payment herein provided for, nor to any right or subrogation whatsoever. That said farmers' mutual fire-insurance companies shall be paid in the same manner and to the same extent as other claimants: Provided further, That no person who makes claim under this Act by virtue of having acquired and succeeded to the rights of the original claimant through purchase and assignment, from said claimant of said claim, shall receive more than the amount actually paid for such claim and assignment.

SEC. 2. No payment under the provisions of this Act shall be made unless an application therefore is filed with the Comptroller General of the United States by or on behalf of the per-

son entitled to payment within two years after the date of the enactment of this Act. The Comptroller General of the United States shall determine the amount due on any application, and the person entitled thereto under this Act, and shall certify such determination to the Secretary of the Treasury, which determination shall be final. The Comptroller General shall promulgate rules and regulations as to the identity of claimants, the validity of assignments, and all other matters in connection with the determination of the amounts due and the persons to whom such amounts shall be paid under this Act. The amount to be paid under this Act shall be ascertained from the records of the Director General of Railroads, and such records shall be conclusive evidence of the amount of any such loss, the amount paid by the United States with respect thereto, and the amount paid by any insurance company with respect thereto. Such records shall also be

13 conclusive evidence of the person entitled to payment, except that if in any judicial proceeding in which final judgment has been rendered the right of any person to succeed to the rights of the person who suffered the loss by the fire has been determined, such judgment shall be conclusive as to the heir, representative, administrator, executor, successor, or assignee, as the case may be, entitled to payment.

SEC. 3. The words "person" and "claimant," as used in the Act, shall include an individual, two or more persons having a joint or common interest, company, partnership, and municipal and private corporations.

SEC. 4. Any person or group of persons individually or collectively who charge or collect, or attempt to charge or collect, either directly or indirectly, any fee or other compensation for assisting in any manner any person in obtaining the benefits of this Act in excess of 10 per centum of the amount of the claim actually paid under this Act, shall, upon conviction thereof, be subject to a fine of not more than \$500 or imprisonment for not more than one year, or both.

Approved, August 27, 1935.

14

Exhibit C

Government File No. —. In District Court, District Court. #8105. Carlton County, Minnesota. Ida Jarvi, plaintiff, vs. Director General of Railroads, defendant. Filed Apr. 17, 1940. Charles E. Stewart, Clerk.

In re Application of Claimant herein for Payment of Minnesota Forest Fire Loss of October 1918, under Act of Congress Providing Therefor, Private Law No. 336, 74th Congress

To the Honorable, The Comptroller General of the United States, Washington, D. C.:

Frank Jarvi, as Special Administrator of the Estate of Ida Jarvi, deceased, hereinafter called the "Claimant," hereby makes claim to the Comptroller General of the United States under the provisions of an Act of Congress entitled "An Act for the Relief of Certain Claimants who Suffered Loss by Fire in the State of Minnesota, during October 1918," and now known as Private Law No. 336, 74th Congress, approved August 27th, 1935, for the payment of \$6,000.00 and in support of said claim states and sets forth the following facts:

1. That Plaintiff brought suit in the District Court of Carlton County, Minnesota, against the Director General of Railroads (Agent of the President under the Transportation Act) for a loss alleged to have been caused by fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918; that issue was duly joined in said action by the serving and filing of an answer to the complaint in said suit.

2. That thereafter a Stipulation for Judgment was entered into in said action.

3. That Judgment was duly entered upon said Stipulation on February 2, 1923.

4. That said Stipulation is on file with the Clerk of Court in the above named county, and a duplicate original copy is on file with the Director General of Railroads, which Stipulation shows on its face:

That the amount of damages agreed upon was \$10,000.00.

That the amount of insurance paid the claimant by insurance companies named therein was, None.

That claimants net loss, being the amount of such damages less the aggregate amount of insurance paid was \$10,000.00.

That of said net loss the government paid (being 40%) \$4,000.00.

5. That the balance due claimant is \$6,000.00.

6. Attached hereto: Certified Copy of Letters of Special Administration in the Estate of Ida Jarvi, deceased. Form #1055.

The undersigned claimant hereby nominates and appoints Theo. Hollister, N. B. Arnold, Lathers & Hoag, Burdick &

Campbell, Providence Building, Duluth, Minnesota, and Frank Yetka and Cox & Michaelson, Cloquet, Minnesota, as Claimant's attorneys, to act in Claimant's name and stead, to take such steps, and to do and perform such acts, things, and services as may be necessary and requisite to establish Claimant's right to payment under said act and to collect the said claim and receipt therefor the same as Claimant could or might do in person, hereby ratifying and confirming each, all, and every act done and thing performed by Claimant's said attorneys, with power of substitution in the premises; and the undersigned Claimant hereby employs said attorneys to perform said services, and agrees to pay to said attorneys a sum equal to 10% of the amount recovered in said claim in full compensation for such services and for the prosecution of said claim. And the undersigned Claimant hereby requests the Comptroller General of the United States to draw a separate check payable to said attorneys in the amount of such attorneys fees, being 10% of Claimant's claim herein.

Dated November 8, 1935.

FRANK JARVI,

*As Special Administrator of the Estate of Ida Jarvi,
deceased, R. 3, Box 213, Cloquet, Minn.*

In the presence of

MILDRED BORSHEIM.

M. MCGILVARY.

Accepted:

THEO. HOLLISTER,

N. B. ARNOLD,

LATHERS & HOAG,

FRANK YETKA.

COX & MICHAELSON,

BURDICK & CAMPBELL,

By H. S. CAMPBELL.

STATE OF MINNESOTA,

County of Carlton, ss:

Frank Jarvi, Spec. Administrator, being first duly sworn on oath says—that affiant is the Claimant within named, that affiant has read or heard read the whole of the foregoing application and power of attorney, and exhibits attached thereto,

and that the same is in all things true and correct; that said claim and no part thereof has ever been assigned.

FRANK JARVI.

Subscribed and sworn to before me this 12th day of December 1935.

[NOTARIAL SEAL]

MILDRED BORSHEIM,
Notary Public, Carlton County, Minnesota.

My commission expires Sept. 27, 1942.

CERTIFICATE OF IDENTIFICATION

I hereby certify that Frank Jarvi, as Special Administrator of the Estate of Ida Jarvi, deceased, the person named in and making the foregoing claim is the person he represents himself to be.

JOSEPH N. FRANKLIN,
Ass't Postmaster, of Cloquet, Minn.

H. S. CAMPBELL,
One of Claimant's Attorneys.
283

15 District Court of the United States for the
District of Columbia

Filed June 19, 1940. Charles E. Stewart, Clerk.

Answer

Comes now Fred H. Brown as Comptroller General of the United States, by his attorneys, and answering the complaint herein filed says:

I

Answering paragraph I, this defendant avers he is without knowledge or information sufficient to form a belief as to the truth of the plaintiff's allegations therein contained.

II

Answering paragraph II, this defendant avers that he is without knowledge or information sufficient to form a belief concerning the truth of the allegations therein contained.

III

Answering paragraph III, this defendant admits that he is the duly appointed and qualified Comptroller General of the

United States, but insofar as other answer is required, denies the remaining allegations of this paragraph.

IV

Answering paragraph IV, this defendant submits that the allegations contained therein do not require answer on his part.

V

Answering paragraph V, this defendant avers that he is without knowledge or information sufficient to form a belief as to the truth of any of the material allegations contained therein, except as hereinafter set forth. Further answering this

16 paragraph, this defendant says that the files of the United States Railroad Administration show that a stipulation for judgment was entered into between Ida Jarvi, Plaintiff (present plaintiff's decedent), and James C. Davis, Agent of the President under the Transportation Act, Defendant, in the United States Circuit Court, Eleventh Judicial District, Minnesota, indicating that plaintiff's damages resulting from personal injuries were fixed at \$10,000, and the compromise was \$4,000, judgment to be entered in the sum of \$4,000; that pursuant to this stipulation judgment was entered for the plaintiff's decedent against the defendant in the sum of \$4,000 and was paid.

VI

Answering paragraph VI, this defendant is informed and believes that the provisions of the Transportation Act of 1920 and the effect thereof are not for answer by this defendant, but that the statute must be allowed to speak for itself.

VII

Answering paragraph VII, this defendant avers that he is without knowledge or information sufficient to form a belief as to the truth thereof and refers to his averments contained in his answer to paragraph V.

VIII

Answering paragraph VIII, this defendant admits the allegations contained therein for the purposes of the present proceeding.

IX

Answering paragraph IX, this defendant avers that he is without any knowledge or information sufficient to form a belief, and has no practical means of securing such information concerning the truth of the allegations contained therein. However, this defendant denies that the plaintiff's decedent was compelled to accept the offer of settlement made by the Director General of Railroads, or that there was any coercion or duress involved, and avers on the contrary that the record furnished to the General Accounting Office shows that
17 the plaintiff's decedent, through counsel, entered into a voluntary stipulation that the said judgment and recovery should be in full compromise, satisfaction, and settlement for all loss and all claims, by subrogation or otherwise, involved in said action.

X

Answering paragraph X, this defendant admits the allegations contained therein for the purposes of the present proceeding.

XI

Answering paragraph XI, this defendant admits the allegations contained therein for the purposes of the present proceeding.

XII

Answering paragraph XII, this defendant admits that the plaintiff's decedent, and others similarly situated, petitioned the Congress of the United States for the enactment of legislation, that this defendant denies all the remaining allegations contained therein, and if the same are material on the present proceeding, strict proof thereof is required.

XIII

Answering paragraph XIII, this defendant admits the enactment of Private Law No. 336, 74th Congress, approved August 27, 1935, and that a true copy thereof marked Exhibit B is attached to the complaint, that this defendant denies that this said act was for the relief of the plaintiff's decedent in respect of the claim covered by the present complaint.

XIV

Answering paragraph XIV, this defendant admits the filing by the plaintiff in the General Accounting Office of a claim verified in the manner shown by plaintiff's Exhibit C for the sum of \$6,000.

XV

Answering paragraph XV, this defendant denies each and every allegation contained therein except that this defendant admits the claim of the plaintiff for \$6,000 covering alleged personal injuries to plaintiff's decedent was disallowed
18 in certificate of settlement dated September 11, 1936, the final paragraphs of which settlement are correctly quoted in paragraph XV of the complaint.

XVI

Answering paragraph XVI, this defendant denies each and every allegation thereof in the manner and form as alleged.

XVII

Answering paragraph XVII, this defendant denies that the claim relating to the personal injury of the plaintiff's decedent, a copy of which claim is annexed to the complaint as Exhibit C, entitled the plaintiff to have the same certified for payment by the Comptroller General of the United States.

Further answering said complaint, this defendant says that he is charged with the administration of Private Act No. 336, 74th Congress, by the terms thereof and with the interpretation of its provisions, and that he has interpreted said Act as relating exclusively to property losses and that the term "loss" as used therein is not applicable under the context of said statute to claims arising from personal injury or death.

The defendant further alleges that:

1. Private Act No. 336, 74th Congress, approved August 27, 1935, 49 Stat. 2194 (Exhibit B to the complaint) refers exclusively to property losses, as the term "loss" used therein is not applicable under the context of said statute to claims arising from personal injuries.

2. The interpretation of the statute by this defendant is correct.

3. The interpretation of the statute by this defendant is a reasonable one, and is not so plainly and palpably wrong as to permit this Honorable Court to control his interpretation of the Act by its process.

4. This is in effect a suit against the United States and cannot be maintained because the United States has not consented to be sued herein.

19 Wherefore, this defendant says that the plaintiff should not maintain this suit as the complaint fails to state a claim upon which relief can be granted, and, having made full answer, prays that this complaint be dismissed as to him, and that he have his costs against the plaintiff.

EDWARD M. CURRAN,

Edward M. Curran,

United States Attorney,

ALBERT GOLDSTEIN,

Albert Goldstein,

Assistant United States Attorney,

JOHN C. MCFARLAND,

John C. McFarland,

General Counsel, General Accounting Office,

HARRELL O. HOAGLAND,

Harrell O. Hoagland,

Assistant General Counsel, General Accounting Office,

Attorneys for defendant.

Copy of this Answer mailed to George F. Shea, Tower Building, Washington, D. C., this 18th day of June, 1940.

ALBERT GOLDSTEIN,

Albert Goldstein,

Assistant United States Attorney,

Attorney for Defendant.

20 District Court of the United States for District of Columbia

Motion for judgment on the pleadings

Filed Aug. 17, 1940. Charles E. Stewart, Clerk.

Comes now the plaintiff above named and moves the Court as follows:

I

For judgment upon the pleadings in favor of the plaintiff and against the defendant as prayed for in plaintiff's complaint herein.

II

For such other and further relief as to the Court may seem equitable and just.

Said motion will be made upon:

I

All of the files, records, pleadings, and proceedings herein.

II

All of the records and files in the office of the Comptroller General of the United States referred to in the complaint and the answer herein and/or relevant to the issues involved in this action.

21

III

All of the records and files in the general accounting office of the United States relative to the issues involved in this action.

IV

All of the records and files formerly in the office of the Director General of Railroads referred to in Private Act number 336—74th Congress, as conclusive evidence of the amount of plaintiff's loss or damage and the amount thereof remaining unpaid.

V

All of the records and files in the office of the Secretary of the Treasury of the United States relevant to the issues involved in this action,

And said motion will be made upon the following grounds:

I

That there is no issue of fact for determination by the Court.

II

That the only issue to be determined by the Court is one of law.

III

That the matters pleaded and alleged in defendant's answer herein do not constitute a legal defense to plaintiff's complaint or to the granting of the relief prayed for therein.

IV

22 That the duties imposed upon the defendant herein under the terms and conditions of said Private Act 336 are purely ministerial and do not involve the exercise of judgment or discretion.

V

That the pleadings in this action have been closed, and this motion will not delay the trial of this case.

Dated: July —, 1940.

THEODORE HOLLISTER,
N. B. ARNOLD,
LATHERS AND HOAG,
RALPH E. BURDICK,
HANFORD F. COX,
V. J. MICHAELSON, *and*
FRANK YETKA

By V. J. MICHAELSON,
Attorneys for Plaintiff,
330 Minnesota Building, St. Paul, Minnesota.

Service acknowledged Aug. 15, 1940.

JOHN W. FIELLY,
Assist. U. S. Atty.

GEORGE F. SHEA,
Tower Building, Washington, D. C.,
Attorney of Record for the purpose
of service of pleadings.

Filed Aug. 17, 1940. Charles E. Stewart, Clerk.

NOTICE OF MOTION

TO: EDWARD M. CURRAN, *United States Attorney*; ALBERT GOLDSTEIN, *Assistant United States Attorney*; JOHN C. MCFARLAND, *General Counsel, General Accounting Office*; HARRELL O. HOAGLAND, *Assistant General Counsel, Accounting Office, Attorneys for Defendant*:

Please take notice that the undersigned will bring the above motion on for hearing before this Court in the District Court of the United States District of Columbia, Building D between 4 and 5 NW., City of Washington, D. C., on the — day of —, 1940, at — o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard.

Dated: July —, 1940.

THEODORE HOLLISTER,
N. B. ARNOLD,
LATHERS AND HOAG,
RALPH E. BURDICK,
HANFORD F. COX,
V. J. MICHAELSON, and
FRANK YETKA,

By V. J. MICHAELSON,
Attorneys for Plaintiff,

330 Minnesota Building, St. Paul, Minnesota.

GEORGE F. SHEA,

George F. Shea,

Tower Building, Washington, D. C.,

*Attorney of Record for the purpose
of service of pleadings.*

23 In the District Court of The United States, for
the District of Columbia

Affidavit, N. B. Arnold

Filed Aug. 17, 1940. Charles E. Stewart, Clerk.

STATE OF MINNESOTA,

County of St. Louis, ss:

N. B. Arnold, being first duly sworn, says he is one of the attorneys for the plaintiff above named. That he is one of the attorneys who tried many of the test cases growing out of the Minnesota forest fires of October 1918, and conducted the settlements made in behalf of various claimants who lost property and sustained injury in said forest fire with the Railroad Administration.

That deponent is familiar with the procedure followed in making the settlement of said forest fire claims, and knows of his own knowledge that, after the trial of test cases in various areas, James C. Davis, Director General of Railroads, as Agent for the President under the Transportation Act of 1920, made certain proposals of settlement covering various areas in the burned-over territory, and that following said proposals of settlement and pursuant thereto, various claimants, including

the plaintiff and decedent, filed verified claims for their losses and injuries and claims for wrongful death of persons who lost their lives in the fire were also filed and settled under said proposals.

That deponent took part in the preparation and filing of many of said claims, and in the settlement of the same with the agents of the railroad administration, and was familiar with the stipulation for settlement, release, judgment
24 entered and satisfaction thereof. That deponent was also familiar with the fact that the proposal of settlements made by said James C. Davis provided for the payment of certain percentages in various areas covered by said fire, and that such percentages were applied in each instance to the amount agreed upon as the loss or damage sustained.

That deponent is informed and verily believes true that all permanent records made pertaining to the actions commenced, the settlements and payments made, were kept by the Director General of Railroads in a large journal or claim register, and in various files in which the record of each claim was made and kept, and which records are still intact, and as deponent is informed and verily believes are now in possession of the Secretary of the Treasury of the United States.

That deponent is also familiar with the application made by the various claimants to the Congress of the United States for an act authorizing and directing the payment of the balance of the losses agreed upon by the Director General above the amount theretofore paid, in order that claimants could be paid one hundred cents on the dollar for their losses, as agreed upon, and is familiar with the steps taken before the committees, which resulted in the passage of Private Law 336—74th Congress. That said Act provides that the records of the Director General of Railroads shall be evidence of all of the facts therein set forth, and of the identity of the parties entitled to payment under said Act.

That deponent is also familiar with the fact that no distinction whatsoever was made by the Director General of Railroads in the settlement of said claims involving property loss, injury to person, or wrongful death, and that each and all of said claims of the various classes were settled in the various areas upon the percentage agreed upon for such area, and that in all of the proceedings before Congress no distinction was made between the various classes of claims, and that all through such proceedings the records show that Congress considered not only the loss of property, but the injury
25 and death claims as well, and intended that all should be paid.

That plaintiff is advised and verily believes true that the Comptroller General requested the custodian of the records of the Director General of Railroads, that he furnish a certificate as to each and every claim, showing all of the facts necessary to an examination and audit of each of said claims, and states upon information and belief that the Comptroller General's records contain such certificate showing all of the facts essential to the examination, audit, and payment of each claim.

Deponent further states that he is informed and verily believes true that the only objection made to the payment of the claim of plaintiff by the Comptroller General was that Private Law 336—74th Congress did not cover claims for injury to person and for wrongful death, and that in no instance did the Comptroller General refuse to pay said claims on any other ground.

Further deponent saith not.

N. B. ARNOLD,
N. B. Arnold.

Subscribed and sworn to before me this 26 day of July 1940.

A. M. GOGINS,
A. M. Gogins,
Notary Public, St. Louis County, Minn.

My commission expires Sept. 6, 1946.

Service acknowledged Aug. 15, 1940.

JOHN W. FIHELLY,
Assistant U. S. Attny.

26 District Court of the United States for the District of Columbia

Filed Oct. 10, 1940. Charles E. Stewart, Clerk.

Order of Substitution

Upon consideration of the petition and motion filed herein by Plaintiff and it appearing to the Court that good cause has been shown, it is, by the Court, this 10th day of October, 1940,

Ordered, that Richard N. Elliott the Acting Comptroller General of the United States, be and he hereby is substituted as party defendant in the place and stead of Fred H. Brown, resigned.

BOLITHA J. LAWS,
Justice.

27 United States of America, General Accounting Office

Civil 6624. Filed Oct. 30, 1940. Charles E. Stewart, Clerk.

Pursuant to the Act of June 10, 1921, 42 Stat. 24, I hereby certify that the annexed documents, numbered 10-1 to 10-22, inc., are true copies of the official documents now on file in the General Accounting Office in the following case: Frank Jarvi, as Special Administrator of the estate of Ida Jarvi, deceased.

In witness whereof, I have hereunto set my hand and caused the seal of the General Accounting Office to be affixed this 18th day of October, in the year 1940, at Washington.

[SEAL]

R. N. ELLIOTT,

Acting Comptroller General of the United States.

28

UNITED STATES RAILROAD ADMINISTRATION,

WASHINGTON, June 23, 1936.

Henry Morgenthau, Jr., Director General of Railroads and Agent of the President. Wallace B. Robinson, Assistant Director General of Railroads.

USRA file No. P92-5081. GAO file No. R-0550577-D-JF. Letter dated January 20, 1936.

COMPTROLLER GENERAL OF THE UNITED STATES,

Claims Division, Washington, D. C.

Sir: I submit herewith administrative report and comment on claim filed by the following-named claimant for fire loss sustained in the State of Minnesota during October 1918, for which relief has been granted by Private Act No. 336 of August 27, 1935.

Name of present claimant, R. E. Burdick for Attorneys for Frank Jarvi, Special Administrator of the estate of Ida Jarvi, deceased. Address, Cloquet, Minn.

BASIS OF SETTLEMENT BY DIRECTOR GENERAL

Plaintiff Ida Jarvi vs. James C. Davis. District Court, 11th Judicial District, County of Carlton, Minn. Location of damaged property (Personal injuries), Sec. 18-49-17, Carlton County, Minn. Amount of total loss claimed, \$32,500.00. Amount of total loss as adjusted, \$10,000.00. Amount of insurance paid by Insurance Company, None. Name of Insurance Company, None. Uninsured loss, \$10,000.00. Uninsured loss paid for account of plaintiff, @ 40%, \$4,000.00. Insured loss paid for account of Insurance Company, @ —%, \$—. Amount of judgment, \$4,000.00.

RECORD OF PAYMENT

Check No. 15563. Date, February 8, 1923. Amount, \$4,000.00. Payee, Albert Baldwin, Special Counsel. Voucher No. Feb. 1923, DJ291. Quarter ended March 31, 1923. Paid from appropriation "Loans to Railroads after termination of Federal Control" (OX-962). Accounts of Ralph Blaisdell. D. O. Symbol 92602. Check paid by Treasurer U. S., February 1923.

29

P-92-5081. R-0550577-D-JF

Supporting the settlement made by the Director General, I enclose the following documents: Verified claim signed by plaintiff. Copy of stipulation for judgment. Letter from Albert Baldwin, former Special Counsel showing basis of settlement. Release signed by plaintiff.

Judgment was entered on February 2, 1923, and evidence of satisfaction is attached to voucher now in your possession.

Papers which accompanied letter of Records Division are returned herewith.

Claimant is not indebted to the Director General.

Respectfully,

WALLACE B. ROBINSON,
Wallace B. Robinson,
Assistant Director General.

WBR:tar.

Encls.

30

SETTLEMENT CERTIFICATE

GENERAL ACCOUNTING OFFICE,
CLAIMS DIVISION,
Washington, D. C., Sept. 11, 1936.

FRANK JARVI,

*% Burdick & Campbell, et al., Attorneys,
Providence Building, Duluth, Minnesota.*

SIR: Your claim, No. 0550577, as Special Administrator of the estate of Ida Jarvi, deceased, for \$6,000, alleged to be due under the act of August 27, 1935, Private, No. 336, 74th Congress, for personal injuries occurring as a result of fire originating from the operation of railroads by the United States, in the State of Minnesota, on or about October 12, 1918, has been carefully examined and it is found that no part thereof may be allowed for the reasons hereinafter stated.

The act of August 27, 1935, *supra*, provides for payment to

those claimants the amount of whose loss on account of fire originating from the operation of railroads by the United States, in the State of Minnesota, on or about October 12, 1918, has been determined by court proceedings or by the Director General of Railroads, the difference between the amount of such loss so determined and the amount actually paid by the United States to such claimants, less any amount paid to such claimants by any fire insurance company on account of such fire.

The term "loss" used in the statute cited is not applicable under the context thereof to claims by reason of personal injuries or death occasioned by the fire. Furthermore, personal injuries or death are not covered by fire insurance policies. Accordingly, it would appear the statute refers exclusively to property losses, in view of which payment to you of the amount claimed is unauthorized.

I therefore certify that no balance is found due you from the United States.

Respectfully,

R. N. ELLIOTT,

Acting Comptroller General of the United States.

By: B. W. EATON.

1 ps.

J. L. L.

NOTE.—If this settlement by the Claims Division of the General Accounting Office is believed to be incorrect in any particular and the matters relied upon by claimant to support such view are clearly stated in a request for review filed with the Comptroller General of the United States at Washington, D. C., within 1 year from the date hereof, the settlement will thereupon be reviewed under his personal supervision.

31

JUNE 24, 1922. Claim No. 4755

Verified Claim Against United States of America,
Railroad Administration

For personal injuries from fires of October 12, 1918. (Does not include property damage or death.) To be filed in duplicate. One original must be signed and sworn to before Notary Public. Copy must be complete including all signatures.

Name of claimant (print), Ida Jarvi. Address of claimant, R. F. D. #3, Cloquet, Minn. Residence of claimant October

12, 1918, NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec. 18-49-17, Carlton Co., Minn. Locality where injury sustained on Cloquet and Brookston Road, opposite Lot 2 which equals SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Sec. 18-49-17, Carlton Co., Minn.

Federal statutes provide for fines up to \$10,000, or imprisonment up to ten years, for presenting any false voucher, affidavit, account, or claim against the United States Government, or any department thereof. These claims will be fully investigated and violations of these statutes prosecuted.

INSTRUCTIONS

1. This claim must be filed in Duplicate (original and exact copy).

2. Every blank must be filled in and every question answered. Use the words "None" or "No" where applicable, but do not leave any matter unanswered.

3. Each attached sheet or exhibit must be signed by the claimant and firmly attached inside these cover pages. Staple or pin through left-hand margin in space indicated.

4. Figures given are to be total loss sustained by claimant, not any percentage of the loss.

5. Use typewriter or ink in filling out claim; the use of typewriter will facilitate checking and hasten adjustment; all words and figures must be legible.

6. Claims not correctly made out will be returned without investigation, and subsequent claims received before corrected claim is received will be assigned earlier numbers and investigated first.

7. If insufficient space is provided for any entry, put additional matter together with any other facts affecting claim on blank sheets, sign same, and attach inside cover sheet.

FURTHER INVESTIGATION

Agents of the United States Railroad Administration will make further investigation of the claims made herein. Claimant, by filing this claim, agrees, upon request, to answer fully, truthfully and correctly such further questions, and furnish such other information in regard to such matters as he may be able to do, and to present himself for, and to submit to, physical examination at Duluth, Minn., if requested. Failure to comply fully with such requests will absolutely prevent adjustment until compliance.

I. PLACE, TIME, AND MANNER INJURIES WERE SUSTAINED

1. Give exact location where claimant was when injured or burned. Use recorded plat or Government subdivision description, so that location can be determined within one-quarter mile. If on road or right-of-way, give nearest intersecting sixteenth line: On Cloquet and Brookston Road, opposite Lot 2, which equals SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Sec. 18-49-17, Carlton County, Minn.

2. Give exact date and hour, as nearly as possible, when injuries were sustained. If uncertain as to hour, give best estimate: Between seven and eight o'clock, P. M., On Oct. 12, 1918.

II. NATURE AND EXTENT OF INJURIES

1. Describe as fully as desired nature of personal injuries sustained by claimant at above time and place as direct result of fire of October 12, 1918. *Insert additional sheets if desired:* Burned about face, eyes, neck, chest, and both hands, ears, and some part of hair.

2. What visible evidences of such injuries now exist (scars or any objective symptoms)? Deep and disfiguring scars on hands, face, neck, and upper part of chest; both hands and fingers very badly crippled.

3. How long after injuries were sustained until claimant was first examined or treated for such injuries by a doctor? If no such examination or treatment, write "None": The following day.

4. How long after injuries were sustained until claimant was first placed in a hospital for treatment for such injuries? If no hospital treatment, write "None": The following day.

5. Give names and addresses of all doctors or surgeons who at any time after the said fire attended, treated, or examined claimant for, or as a result of, said injuries. If none, so state. If name or address unknown, so state, but give any known information to identify. Give first and last dates (approximate) of attendance, treatment, or examination, and the amount paid by claimant for such services:

Name of doctor	Address	First date	Last date	Amount paid
Dr. W. A. Coventry.....	Duluth, Minn.....	Oct. 13, '18	Oct. 31, '18	None.

6. Give names, addresses, and dates as to any other doctors or surgeons who have attended or examined claimant within five years last passed, for any reason. If none, so state:

Name of doctor	Address	Date
Dr. K. V. Arminen.....	Duluth, Minnesota.....	Cannot ascertain.
Dr. S. L. Tilderquist.....	Duluth, Minnesota.....	Cannot ascertain.
Dr. S. N. Boyer.....	Duluth, Minnesota.....	May 1st, 1922.
Dr. J. R. Kuth.....	Duluth, Minnesota.....	May 1st, 1922.
Dr. J. M. Robinson.....	Duluth, Minnesota.....	May 5th, 1922.

7. Give name and location, dates of entry and discharge, and amount paid for services as to all hospitals where claimant received care or treatment for the injuries here asserted. If none, so state:

Name	City or village	Date entry	Date discharged	Amount paid
.....				
.....				
.....				

8. Describe fully any present disability or physical ailment caused by the October 1918 fire. State what effect, if any, such condition has on ability of claimant to perform customary work. Use extra sheet, if desired. The ability of the claimant to do any work at all, to which she was accustomed prior to said fire, or any kind of work, has been practically destroyed, owing to the crippled condition of the fingers, and owing to the terrible pain in hands and fingers, produced by any effort to use them; the vision in both eyes has been seriously impaired, and left eye is worse. Memory has been partially lost, and also hearing has been impaired. The hearing in the right ear appears to be practically destroyed. Claimant has frequent and very serious headaches; is frequently subject to severe dizzy spells. The claimant is nervous and highly susceptible to excitement.

III. DATA AS TO CLAIMANT

1. Present age, 37. 2. Married? Yes. Place of birth: At Normarku, Province of Turu and Pori, Finland. 4. Number of children: No children living; 1 child is dead.

34 Dr. John M. Robinson, 413-15 Providence Bldg.,
Duluth, Minn.

DULUTH, MINNESOTA, May 5, 1922.

Mr. JOHN R. HEINE,
Lonsdale Building, Duluth, Minnesota.

In re: Mrs. Ida Jarvi, Cloquet, Minn.

DEAR SIR: I have examined the above named who was badly burned about the neck, face, and head, in the forest fires of October 12, 1918. She says that while she was in the hospital after this injury that her ears for the first time began to discharge, and that since that time, her hearing has been defective.

Right ear shows large perforation in lower part of the drum-head. There is no inflammation nor discharge at present. She hears with this ear on contact only, the tick of a watch which should be heard at 14 inches. The defect of hearing on this side is permanent.

Left ear shows some injection of drum-head. The watch is heard at 2 inches which should be heard at 14 inches.

It is reasonable to assume that following the exposure—the burning of the neck, and especially inhalation of much smoke, an infection of both middle ears resulted.

I find the vision of the right eye normal (20/20). Vision of the left eye—20/200. Percentage deficiency —90.

From the objective examination alone the cause of this visual defect is not clearly evident.

There is a complaint of watering of both eyes, and there is some injection of the conjunctiva, which probably originated from exposure to smoke at the time of the fire.

Yours truly,

J. M. ROBINSON.

35

[Copy]

JOSEPH R. KUTH, M. D.,
Duluth, Minn., May 1, 1922.

Mr. JOHN HEINO,
Duluth, Minn.

Re: Mrs. Ida Jarvi, inj. Oct. 12, 1918

DEAR SIR: At your request we have today examined Ida Jarvi, aged 38, of Cloquet, Minn., who states that she was burned in the forest fires on Oct. 12, 1918, near Cloquet, Minn. She states that she jumped out of the back of a wagon, stumbled and fell into some fire with both hands, sustaining burns about both hands and about the neck and face. Following this she was treated at St. Mary's Hospital from Oct. 13 to 31, 1918.

Her complaints at the present time are: 1. Of uselessness of both hands. 2. Of impairment of hearing in the right ear and difficult vision in the left eye. 3. Of headaches and general nervousness.

Examination, right hand: There is present a scar from a third-degree burn over the whole of the back of the right hand and fingers. The nail on the thumb is markedly deformed and thickened. There is present a web between the thumb and first finger and between all of the other fingers, this webbing extending down about half way on to the proximal phalanges. On the little finger the webbing extends down to the second phalangeal joint. The fingers are deformed by a fixed flexion of about forty-five degrees in the proximal phalangeal joints. In the little finger this flexion amounts to about ninety degrees. There is present a nearly complete ankylosis of the remaining joints of the fingers. About twenty-five percent of flexion is present in the metacarpophalangeal joints of the fingers. The nail on the index finger is also greatly thickened and deformed. There is present a cracking in the scar tissue between the fingers.

Examination, left hand: The left hand is in very much the same condition as the right. All the nails on the fingers of the left hand are thickened and deformed and there is present a scar encircling the wrist. A scar also due to a third-degree burn covers the whole of the back of the left hand and fingers. Over the back of the hands the scars are thick and somewhat movable on the underlying structures, but over the fingers the scars are adherent to the underlying structures over the joints and tendons.

The only use of the hands which the woman has is some use of the thumb and index fingers, the ends of which can be apposed to each other.

In the neck there is an interrupted ring of scars extending across the front of the neck, nearly from ear to ear. These scars are moderately thickened and are still quite red. There is present also a scar running from the chin on the right side to well up on the left cheek. There is furthermore present a

36 small scar on the inner canthus of the left eye, with a tendency to pull the upper eyelid down a little. There are also some small scars on the left side of the nose; these are not so prominent. We would advise an examination by a specialist to determine the extent of vision and hearing.

The scars on the face and neck are unsightly and disfiguring.

We would estimate the loss of use of both hands for ordinary work, namely that of a housewife on a farm, at about ninety percent, this loss of use being total and permanent.

There is furthermore present a mild neurosis which is attributable to her injuries and which is undoubtedly the cause of some general disability.

Very truly yours,

S. H. BOYER,
S. H. Boyer, *M. C.*
W. A. COVENTRY,
W. A. Coventry, *M. D.*
J. R. KUTH,
J. R. Kuth, *M. D.*

JRK/P

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AFFIDAVIT

STATE OF MINNESOTA,

County of St. Louis, ss:

M. E. Louisell being duly sworn deposes and says that he is one of the attorneys of the claimant in the within and hereto annexed questionnaire. That as such attorney, he has personally compared the within and hereto annexed copies of the report of Drs. S. H. Boyer, W. A. Coventry, and J. R. Kuth, of the City of Duluth, Minnesota, with the original of said report which has been personally signed by each of the said doctors. That after the said within and hereto annexed copies had been made, the said original became in some manner mislaid and has been lost, and that the deponent knows of his own knowledge that the said copies hereto annexed are correct copies of the original so lost. That he has learned that Dr. W. A. Coventry was the attending physician of Ida Jarvi, injured claimant and the wife of Frank Jarvi, who makes claim in his own behalf and for his own benefit as the husband of said Ida Jarvi. Deponent has further learned that before the deponent had an opportunity to have a new original signed by all of the said doctors and a certificate made upon the within questionnaire by the said Dr. Coventry, as attending physician, the said Dr. Coventry had left the City of Duluth for an extended trip to the State of California, and that he is not expected to return before the first of next July.

Deponent further states that for reasons hereinbefore stated, he is obligated to file copies of said original report of said doctors and to reserve the right to have the certificate filled out by the said Dr. W. A. Coventry as the attending

physician after his return from the said trip to the City of Duluth, Minnesota.

M. E. LOUISELL.

Subscribed and sworn to before me, a Notary Public this 12th day of June, A. D. 1922.

JOHN R. HEINO,

John R. Heino,

Notary Public, St. Louis County, Minn.

My Commission Expires May 1st, 1925.

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AFFIDAVIT

STATE OF MINNESOTA,

County of St. Louis, ss:

Dr. J. R. Kuth, being duly sworn, deposes and says that he is a duly licensed physician and surgeon, practicing his profession at 409 Fidelity Building, Duluth, Minnesota. That as such physician and surgeon, in company of Dr. S. H. Boyer and Dr. W. A. Coventry of the City of Duluth, Minnesota, he on the first day of May 1922 examined Mrs. Ida Jarvi, who claims to have been injured on October 12th, 1918, in the forest fires near the City of Cloquet, Minnesota. That thereupon, he again in company with the said doctors made a report of the results obtained by the examination aforesaid. That he at the request of M. E. Louisell, Attorney-at-Law in the City of Duluth, Minnesota, compared the hereto annexed copies of the said report with the original records in the possession of the deponent, made at the time of the examination and with a copy made at the time the said original report was originally written and signed, and as a result of such comparison, it was found that the hereto annexed copies of the said report are correct in all respects and correspond fully with the said original report.

Deponent further states that he has learned that Dr. W. A. Coventry has left for an extended trip to the State of California and is not expected to return until about the 1st of July 1922.

J. R. KUTH.

Subscribed and sworn to before me, a Notary Public, this 12th day of June, A. D. 1922.

M. E. LOUISELL,

M. E. Louisell.

Notary Public, St. Louis County, Minn.

My Commission Expires Jan. 14, 1923.

39 5. If employed during any part of 1916, 1917, or 1918 before the fire, give names of employers, nature of work (laborer, carpenter, salesman, etc.), weekly wage on each job, and dates of beginning and ending each job:

Employer	Nature of work	Weekly wage	Date commenced	Date quit
Not employed.....				

6. State in a general way, as fully as desired, any other work done by claimant during 1916, 1917, and 1918, not covered by employment for others, showing weekly income received, value of work done, etc.: Took care of household duties and worked on farm of husband and claimant. The claimant took care principally of stock. In 1916, \$90.00 a month including board and lodging; in 1917, \$90.00 a month and board and lodging; in 1918, \$110.00 a month and board and lodging. Claimant was a dressmaker; she made her own clothes and looked after the clothing of her husband.

7. Was claimant afflicted with any injury, abnormality, weakness, or disease causing any disability prior to the fire? If none, so state. Otherwise give particulars: None.

8. Was claimant examined for military service under the Selective Service Law or regulations during World War? If not, so state. Otherwise give location of draft board, names of examining physicians, if known, and general result of examination. If exemption from military service was granted, or if assigned to limited or domestic military service, state reasons: None.

9. Was claimant examined for life insurance since 1910? If not, so state. Otherwise give name of company, approximate dates and places of all such examinations, and name of examining physician, if known: None.

10. What work has claimant done since 1918 fire? Give names and addresses of employers, dates employed by each, and wages earned. Give particulars, and amounts earned or received as to any other work done: Not employed. Very slight amount of chores and household work. She was totally disabled. Her work has no substantial value, and she will eventually become entirely dependent upon the assistance, care, and help of others.

IV. PHYSICIAN'S CERTIFICATE

This certificate to be executed by a physician who has treated claimant since the fire for the injuries claimed, unless this is not possible to be secured. If certificate of such physician can not be secured, state reasons for this here and have certificate executed by another physician:.....

Certificate

The undersigned, a physician duly licensed to practice medicine and surgery under the laws of Minnesota, hereby certifies that the answers to the questions given below are true and correct. I understand this document to be in support of a claim against the United States for the injuries referred to, and that the same will be relied upon in determining the payment to be made on account thereof.

1. Give approximate dates of attendance and examination of claimant:.....

2. Describe briefly injuries sustained by claimant as result of fire as found by you:.....

3. What objective symptoms of these injuries still exist?

4. What disability has resulted from these injuries? Describe briefly:.....

5. Will any permanent disability result? If so, describe:

6. What, if any, change in condition of claimant is probable in future?.....

....., M. D.
(Signature of doctor)

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V. AMOUNT CLAIMED AS DAMAGES

Claimant hereby represents and claims damages by reason of said personal injuries sustained as a result of said fire as follows:

1. Pain and suffering.....	\$5,000.00
2. Disfigurement (if any).....	5,000.00
3. Decreased earning capacity.....	20,000.00
4. Medical expense (Prospective).....	2,500.00

Total claim..... \$32,500.00

No amount is included in above for purely nervous injuries or other injuries of which there are now no objective symptoms.

If damages for disfigurement to face or hands are claimed, attach photograph of claimant showing same taken since January 1, 1921.

If decreased earning capacity is claimed, show how amount is arrived at, whether permanent or temporary; what the difference in wages or income on account of injuries has been, and how injuries affect earning capacity: The claimant is unable to do anything to earn money because of the crippled condition of her hands and the injury to her sight and hearing, and the pain it gives her if she attempts to do anything; and serious impairment of memory. The claimant is very nervous and highly susceptible to painful excitement.

If any medical expense not heretofore itemized is claimed, give names of persons or firms paid, and amount to each: About \$25.00 for medical expenses and medicines.

VI. VERIFICATIONS

Claimant's Affidavit

STATE OF MINNESOTA,

County of St. Louis:

Ida Jarvi, being first duly sworn, on oath says:

1. That she is the claimant above named.
2. That affiant has read or heard the foregoing claim consisting of this cover sheet (4 pages) and . . . additional sheets, each bearing the signature of claimant, and that the same is in all things true and correct.
3. That affiant hereby accepts the offer of the Director General of Railroads as announced in settlement of claims for personal injuries resulting from the fire of October 12, 1918, and will accept the percentages and terms thereof.
4. That nothing is claimed hereon for purely nervous injuries or shock or for other injuries of which there remain no scars or other objective symptoms, and that all of the injuries above described were caused directly by the fire of October 12, 1918.
5. That all doctors, surgeons, physicians, nurses, hospital authorities, insurance companies, or their agents, or any other persons having knowledge, whether confidential, professional, privileged, or otherwise, as to the physical condition of claimant at any time, or said injuries, are hereby authorized and requested to answer any inquiries made by, and furnish any

information in regard thereto requested by, the said Director General or his agents, attorneys, or investigators.

IDA JARVI.

(Signature of Claimant)

Subscribed and sworn to before me this 13th day of May 1922.

M. E. LOUISELL,

M. E. Louisell,

Notary Public, St. Louis Co., Minn.

My Commission Expires Jan. 14, 1923.

Interpreter's Oath

Does claimant read and understand English thoroughly?
No.

If answer is "No," oath below must be executed.

STATE OF MINNESOTA,

County of St. Louis:

John R. Heino, being first duly sworn, on oath says that he understands, speaks, and reads both the English and Finnish language; that before the foregoing verification was signed by the above-named claimant he read over and interpreted the same and the oath administered therewith to said claimant, and read over and interpreted to him all the various figures, questions, items, and statements in the foregoing claim, all in said last-named language, with which said claimant is familiar; that affiant believes that when said claimant took said oath he understood and was familiar with all the contents of said claim and verification.

JOHN R. HEINO.

(Signature of interpreter)

Subscribed and sworn to before me this 13th day of May 1922.

M. E. LOUISELL,

M. E. Louisell.

Notary Public, St. Louis Co., Minn.

My Commission Expires Jan. 14, 1923.

Guardianship

If claimant is a minor or under guardianship or legal disability for any reason, attach copy of letters of guardianship to original claim and execute following:

STATE OF MINNESOTA,

County of ss:

....., being duly sworn, on oath says that he is the duly appointed guardian of the above-named claimant; that a true copy of his letters of guardianship from the Probate Court for County, Minnesota, dated, 19.., is attached to the original of this claim; that he has read the foregoing claim and that the same is true to the best of his knowledge, that, for his said ward, he accepts the offer of settlement heretofore announced by the Director General.

.....

Subscribed and sworn to before me this day of, 19...

JOHN R. HEINO,
M. E. LOUISELL &
GEO H. SPEAR,
Attorneys for Claimant,
606 Lonsdale Bldg. Duluth, Minn.

41 UNITED STATES RAILROAD ADMINISTRATION,
MINNESOTA FIRE SECTION,
Duluth, Minn., Feb. 2nd, 1923.

Mr. A. A. McLAUGHLIN,
General Solicitor, United States Railroad Administration,
Washington, D. C.

DEAR SIR: We enclose herewith original and two carbons of voucher for the satisfaction of judgment against James C. Davis, as agent of the President under the Transportation Act, certified copy of which judgment is also enclosed. For your information, we beg leave to report the following information in regard to this case.

Voucher Number 3648. Our Claim Number 4755. Name of Claimant Ida Jarvi. Location where loss sustained Sec.

18-49-17—St. Louis County [Carlton County—corrected],
Minn.

Amount of total loss claimed.....	\$32,500.00
Amount of total loss as adjusted.....	\$10,000.00
Amount of Insurance.....	None
Uninsured Loss.....	\$10,000.00
Uninsured Loss paid at 40%.....	\$4,000.00
Insured Loss paid at —%.....	\$-----
Total of Judgment.....	\$4,000.00
Insured Loss not included in adjustment.....	\$-----

This judgment is vouchered as not bearing interest. By
stipulation it will bear interest at 6% if not paid within 30
days after releases are tendered to us.

Very respectfully yours,

ALBERT BALDWIN,
Special Counsel, Minnesota Fire Section.

42 District Court, Eleventh Judicial District

STATE OF MINNESOTA,
County of Carlton, ss:

Stipulation for Judgment—Personal Injury or Death Claim

IDA JARVI, PLAINTIFF

vs.

JAMES C. DAVIS, AS AGENT OF THE PRESIDENT UNDER THE
TRANSPORTATION ACT, SUBSTITUTED FOR GREAT NORTHERN
RAILWAY COMPANY,, DIRECTOR GENERAL OF RAILROADS, DE-
FENDANTS

It is hereby stipulated between the parties to the above-
entitled action and James C. Davis, as Agent of the President
under The Transportation Act:

1. That said James C. Davis, as agent aforesaid, shall be
substituted as, and shall be and remain, the sole defendant in
said action, all other defendants being hereby dismissed there-
from.

2. That said action and all matters at issue therein, have
been settled and compromised by the agreement of the parties
that judgment be forthwith entered therein in favor of plain-

tiff and against said sole defendant, for the sum of \$4,000.00, without interest, costs, or other charges.

3. No part of said judgment shall be required to be paid until there shall be delivered to the said sole defendant, or his attorneys of record, written releases of all liability by reason of such losses and payments, signed by plaintiff personally. If said releases be not furnished within thirty (30) days after written notice to the attorneys for plaintiff, that defendant is ready to pay the same, the same shall be vacated and set aside, and the undersigned attorneys will stipulate for such vacation.

4. Plaintiff shall cause said judgment to be entered forthwith and shall furnish said defendant with a certified copy thereof, and the same shall be satisfied upon the payment of the face thereof without interest, costs, disbursements, or other charge, provided that if said judgment be not paid within thirty (30) days after tender to defendant or his attorneys of record of the said releases duly signed, the same shall thereafter bear interest at six percent (6%).

5. Said judgment and recovery shall be in full compromise, satisfaction, and settlement for all loss and damage involved in said action or accruing to plaintiff, or the persons for whose benefit plaintiff sues, as a result of the October 1918 fire, either against said sole defendant or any railway companies at any time under Federal Control.

6. This stipulation and the annexed order shall be uneffective until the complaint herein has been filed with the Clerk of Court.

M. E. LOUISELL,

Attorneys for Plaintiff.

BALDWIN, BALDWIN, HOLMES & MAYALL,

By JOHN C. DWAN,

*Attorneys for defendants and James C. Davis, as Agent
of the President under The Transportation Act.*

ORDER

Upon the filing of the complaint in the above action and this stipulation, let judgment be entered forthwith as provided in the foregoing stipulation, reciting that it is rendered pursuant thereto.

Dated 19...

By the Court:

.....
District Judge.

43 District Court, Eleventh Judicial District

STATE OF MINNESOTA,
County of Carlton, ss:

RELEASE

IDA JARVI, PLAINTIFF

vs.

JAMES C. DAVIS, AS AGENT OF THE PRESIDENT UNDER THE
TRANSPORTATION ACT. SUBSTITUTED FOR GREAT NORTHERN
RAILWAY COMPANY, DIRECTOR GENERAL OF RAILROADS, DE-
FENDANTS

In consideration of the payment and satisfaction of the judgment heretofore entered in the above entitled action, each of the undersigned hereby releases and discharges the above named James C. Davis, as agent of the President, and said railway companies from all liability to the undersigned or any of them by reason of all claims and losses involved in said action and judgment, or accruing to plaintiff or any of the undersigned through plaintiff, by subrogation or otherwise, as a result of fire in October 1918.

The attorneys of record for plaintiff are authorized to satisfy said judgment of record.

This release and said payment do not include or affect any rights by subrogation or otherwise of the following named insurers by reason of payments in the amounts hereafter stated heretofore made to plaintiff by reason of such loss.

Insurer.....	Amount.....
--------------	-------------

The undersigned, one of the attorneys of record for plaintiff, certifies that the signature of plaintiff hereon is genuine and that he understood the effect of this release.

M. E. LOUISELL,
Attorney at Law.

IDA JARVI,
Plaintiff in Person.

44 Government File No. —. In District Court, District Court #8105. Carlton County, Minnesota. Ida Jarvi, Plaintiff, vs. Director General of Railroads, Defendant.

To the Honorable, The Comptroller General of the United States, Washington, D. C.:

In re Application of Claimant herein for Payment of Minnesota Forest Fire Loss of October, 1918, under Act of

Congress Providing Therefor, Private Law No. 336, 74th Congress

Frank Jarvi, as Special Administrator of the Estate of Ida Jarvi, deceased, hereinafter called the "Claimant," hereby makes claim to the Comptroller General of the United States under the provisions of an Act of Congress entitled "An Act for the Relief of Certain Claimants who Suffered Loss by Fire in the State of Minnesota, during October, 1918," and now known as Private Law No. 336, 74th Congress, approved August 27th, 1935, for the payment of \$6,000.00 and in support of said claim states and sets forth the following facts:

1. That Plaintiff brought suit in the District Court of Carlton County, Minnesota, against the Director General of Railroads (Agent of the President under the Transportation Act) for a loss alleged to have been caused by fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918; that issue was duly joined in said action by the serving and filing of an answer to the complaint in said suit.

2. That thereafter a Stipulation for Judgment was entered into in said action.

3. That Judgment was duly entered upon said Stipulation on February 2, 1923.

4. That said Stipulation is on file with the Clerk of Court in the above named county, and a duplicate original copy is on file with the Director General of Railroads, which Stipulation shows on its face:

That the amount of damages agreed upon was \$10,000.00.

That the amount of insurance paid the claimant by insurance companies named therein was none.

That claimant's net loss, being the amount of such damages less the aggregate amount of insurance paid was \$10,000.00.

That of said net loss the government paid (being 40%) \$4,000.

5. That the balance due claimant is \$6,000.00.

6. Attached hereto: Certified Copy of Letters of Special Administration in the Estate of Ida Jarvi, deceased. Form #1055.

The undersigned claimant hereby nominates and appoints Theo. Hollister, N. B. Arnold, Lathers & Hoag, Burdick & Campbell, Providence Building, Duluth, Minnesota, and Frank Yetka and Cox & Michaelson, Cloquet, Minnesota, as Claimant's attorneys, to act in Claimant's name and stead, to take such steps, and to do and perform such acts, things and services as may be necessary and requisite to establish Claimant's right to payment under said act and to collect the said claim

and receipt therefor the same as Claimant could or might do in person, hereby ratifying and confirming each, all and every act done and thing performed by Claimant's said attorneys, with power of substitution in the premises; and the undersigned Claimant hereby employs said attorneys to perform said services, and agrees to pay to said attorneys a sum equal to 10% of the amount recovered in said claim in full compensation for such services and for the prosecution of said claim. And the undersigned Claimant hereby requests the Comptroller General of the United States to draw a separate check payable to said attorneys in the amount of such attorneys fees, being 10% of Claimant's claim herein.

Dated November 8, 1935.

FRANK JARVI, *Claimant*,
As Special Administrator of the Estate of Ida Jarvi, deceased, R. 3, Box 213, Cloquet, Minn.

In the presence of
MILDRED BORSHEIM.
M. MCGILVARY.

Accepted:

THEO. HOLLISTER,
N. B. ARNOLD,
LATHERS & HOAG,
FRANK YETKA,
COX & MICHAELSON,
BURDICK & CAMPBELL,
By H. S. CAMPBELL

STATE OF MINNESOTA,
County of Carlton, ss:

Frank Jarvi, Spec. Administrator, being first duly sworn on oath says—that affiant is the Claimant within named—that affiant has read or heard read the whole of the foregoing application and power of attorney, and exhibits attached thereto, and that the same is in all things true and correct; that said claim and no part thereof has ever been assigned.

FRANK JARVI.

Subscribed and sworn to before me this 12th day of December, 1935.

MILDRED BORSHEIM,
Notary Public, Carlton County, Minnesota.

My commission expires Sept. 27, 1942.

CERTIFICATE OF IDENTIFICATION

I hereby certify that Frank Jarvi, as Special Administrator of the Estate of Ida Jarvi, deceased, the person named in and making the foregoing claim is the person he represents himself to be.

JOSEPH N. FRANKLIN,
Assist. Postmaster of Cloquet, Minn.

Title

H. S. CAMPBELL,
One of Claimant's Attorneys.

45 Standard Form No. 1055. Form approved by Comptroller General U. S. December 2, 1932.

NOTICE.—Read Carefully Instructions on Back Before Executing This Application

APPLICATION FOR PAYMENT OF AMOUNTS DUE DECEASED OR INCOMPETENT CIVILIAN EMPLOYEES, OFFICERS AND ENLISTED MEN IN THE MILITARY SERVICE, AND PUBLIC CREDITORS OF THE UNITED STATES

STATE OF MINNESOTA,
County of Carlton, ss:

Amounts due from the United States in excess of \$500 (except certain United States Veterans' Administration claims) may be paid only to the legally appointed executor or administrator of the estate of the decedent, or as may be ordered by the Court. In case of incompetency, all amounts due must be paid to the guardian or committee of the estate of the incompetent, or as may be ordered by the Court.

1. I, Frank Jarvi, being duly sworn, say that I am residing at R. 3, Box 213, city of Cloquet, county of Carlton, and State of Minnesota and that on the 7th day of October 1934, Ida Jarvi had her personal domicile in and was a resident of the city of Cloquet, county of Carlton, and State of Minnesota, and on said date died intestate.

2. That at the time of her decease or incompetency she was connected with the United States as follows: Became a creditor of the United States subsequent to her death pursuant to Act of Congress, Private Law #336, 74th Congress.

3. That at the time of her decease or incompetency there remained due and unpaid to her from the United States the

sum of Dollars and Cents (\$.....),
for the payment of which application is hereby made.

4. That at the time of her decease or incompetency there
existed the following-described unpaid official checks and/or
warrants, drawn to order as payee, and for the pay-
(His or her)
ment of which application is hereby made:

Check or war- rant no.	By whom drawn	Symbol no.	Amount	
			Dollars	Cents
.....	None.....			
.....				
.....				
.....				
Total.....				

5. That I am the legally appointed Special administrator of
the estate of decedent or incompetent, as appears from the
certificates of the Probate Court, county of Carlton, State of
Minnesota, herewith, taken out in the interest of Frank Jarvi,
surviving spouse, R. 3, Box 213, Cloquet, Minn., or—

6. That the decedent left no assets subject to administration,
except the sum or sums above claimed to be due from the
United States and.....
(List other assets left by decedent and give approximate value)

that there has been no administration upon such estate and
if this claim is paid no administration will be required, and
that the answers to the following questions are true and cor-
rect to the best of my knowledge and belief:

(a) What was your relationship to the intestate?.....
(State whether widow, husband, child, grandchild, father, mother, brother, or sister
of the whole or half blood, child of deceased brother or sister of the whole or half
blood, nephew, or niece.)

(b) Have the funeral expenses been paid?.....

(c) If so, by whom, and state amount?.....

(d) Was payment made out of funds belonging to the estate
of the intestate?.....

(e) If not, was payment made by you out of your own per-
sonal funds?..... (The receipted itemized bill of the under-
taker must be attached hereto.)

10—1844.

*In case of testacy, intestacy with administration of estate, or incompetency, fill
out paragraphs 1, 2, 3, 4, 5, and 6 (j) when applicable, omitting remainder of
paragraph 6 and the affidavit of corroborating witnesses.

In case of intestacy without administration of estate, fill out paragraphs 1, 2,
3, 4, and 6 (a-i) when applicable, and the affidavit of corroborating witnesses,
omitting paragraph 5.

46	Name of survivor	Address	Relationship to intestate

(g) If the intestate is survived by parents, enter below the name of each; if one parent is deceased, so state; if the surviving father has abandoned the support of his family, so state.

Name of survivor	Address	Relationship to intestate

(h) If the intestate left a brother or sister of the whole or half blood, or child of a deceased brother or sister of the whole or half blood, enter below the name of each and relationship to the intestate, together with the name of deceased brother or sister of the intestate of the whole or half blood who was the parent of surviving nieces and nephews.

Name of survivor	Address	Relationship to intestate

(i) Have you received the benefit of any exemption or allowance from the estate of the deceased, and if so, to what extent?

(j) State any additional facts on which you base your claim to any amount or amounts found due:

Claim is based upon right to recover
Dollars from the United States Government pursuant to Act of Congress, Private Law #336, 74th Congress.

FRANK JARVI.

Also personally appeared before me and
..... both of, county of,
State of, who, being duly sworn, say that they
were well acquainted with the above-named and
(Name of decedent or incompetent)
with family and affairs; that they are well acquainted
(His or her)

with the applicant herein; that they have read the statements made by the applicant in the foregoing affidavit and that such statements are true to the best of their knowledge and belief.

..... (Sign here)

(Signatures by mark must be witnessed) (Sign here)

Subscribed and sworn to before me by applicant at Cloquet, Minnesota, this 12 day of December 1935.

[SEAL]

MILDRED BORSHEIM,
Notary Public, Carlton County, Minn.

My commission expires

Read Carefully

Amounts due to the estates of deceased creditors of the United States are payable primarily to the executors or administrators of the estates of such creditors. In each such case a short certificate of letters testamentary or of administration, if issued, with a showing whether still in force and effect, and this application signed by the executor or administrator, shall be submitted to the proper official.

If an executor or administrator has not been and will not be appointed and an amount not in excess of \$500 is due the estate of a deceased creditor of the United States, the amount due may be paid to the person or persons who under the laws of the domicile of the decedent or an applicable Federal statute would be entitled to receive the money if administration were had. In such case this form of application should be executed by such person or persons and submitted to the proper official.

In case of an *incompetent* creditor, a short certificate showing the appointment and qualification of a guardian or committee of the estate of the incompetent, whether bond, if required, has been given, and whether appointment is still in force and effect, and application on this form for the payment of the sum or sums from the United States, signed by the guardian or committee, shall be submitted to the proper official.

Payments to be made on this form are for the convenience and accommodation of the claimants and the of proving the existence of the conditions under which such payments may be made rests with them.

STATE OF MINNESOTA,
County of Carlton, ss:

LETTERS OF SPECIAL ADMINISTRATION

IN THE MATTER OF THE ESTATE OF IDA JARVI, DECEDENT

Frank Jarvi, having filed in this court his oath and bond to act as special administrator of the estate of the above named decedent, as required by law:

It is Ordered, That the said Frank Jarvi be, and he hereby is, appointed special administrator of said estate of said decedent, with full power to take charge of said estate, to collect all the personal property thereof, to care for, gather and secure crops, to preserve all the property of said estate for the executor or administrator who may hereafter be appointed of said estate, to commence and maintain actions in behalf of said estate; to make and return a true inventory of all the property of said estate to this court as speedily as possible; and by leave of this court, sell the personal property of said estate, take charge of the real property thereof and lease the same for a term not exceeding one year, and to do all other things necessary for the preservation of said estate, and which as such special administrator he may do pursuant to law, until the further order of this court or until a general representative of said estate is appointed and has qualified; and upon the termination of his said trust and wherever required by the court to account to this court for his doings hereunder, and upon the granting of letters testamentary or of administration to a general representative of said estate, to forthwith deliver to him all the property of said estate in his hands.

Dated December 9th, 1935.

MARTIN C. CHRISTENSEN,
Probate Judge.

48 State of Minnesota, County of Probate
Court. In the matter of the estate of Let-
ters of Administration (Long Form). Filed this day
of 19.., and recorded in Book "....." of Letters,
Page Judge of Probate.

49

In Probate Court

STATE OF MINNESOTA,

County of Carlton, ss:

I, Martin C. Christensen, of the Probate Court within and for said County of Carlton, do hereby certify that I have compared the foregoing copy of the record of Letters of Sp. Adm. with the original records thereof now remaining in this office and have found the same to be correct transcripts therefrom and of the whole of such original records.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at Carlton, this 9th day of December A. D. 1935.

MARTIN C. CHRISTENSEN,

Judge of Probate Court.

50 No..... In Probate Court, County of.....
in the matter of..... Certificate of Transcript.
Short Form.

51

In Probate Court

STATE OF MINNESOTA,

County of Carlton, ss:

I, Martin C. Christensen, Judge of the Probate Court of Carlton County, Minnesota, do hereby certify that the attached Letters of Sp. Adm. issued to Frank Jarvi, are in full force and effect at the date hereof. I further certify that a sufficient bond duly approved by the Court has been filed herein and that the said Frank Jarvi is duly qualified to act as such representative and has not been discharged.

Given under the Seal of the Probate Court of Carlton County at Carlton, Minnesota, this 9th day of Dec. 1935.

[SEAL]

MARTIN C. CHRISTENSEN,

*Judge of Probate,**Carlton County, Minnesota.*

52 District Court of United States for District of Columbia

Filed Oct. 31, 1940. Charles E. Stewart, Clerk.

Order for judgment on the pleadings

This cause coming on to be heard upon the motion of plaintiff for judgment on the pleadings, and counsel for all

parties having appeared, and after oral argument before the Court, and the Court having been fully advised in the premises, it is by the Court this 31st day of October, 1940,

Ordered, upon all the files, records and proceedings herein, and upon the pleadings, that the motion of plaintiff for judgment upon the pleadings be and the same is hereby granted. And it is further

Ordered that the defendant Comptroller General of the United States forthwith certify to the Secretary of the Treasury of the United States for payment the claim of plaintiff set forth in the complaint herein and heretofore filed with said Comptroller General for the balance of his claim in the sum of \$6,000, as provided and directed by Private Law 336—74th Congress (49 Stat. 2194).

By the Court:

JENNINGS BAILEY,
Justice.

No objection to form.

BERNARD J. LONG,
Assistant U. S. Atty.

53 In the District Court of the United States for
the District of Columbia

Filed Nov. 25, 1940. Charles E. Stewart, Clerk.

Notice of appeal

Notice is hereby given this 25th day of November 1940 that Richard N. Elliott, as Acting Comptroller General of the United States, defendant in the above-entitled cause hereby appeals to the United States Court of Appeals for the District of Columbia from the judgment of this Court entered on the 30th day of October 1940 in favor of Plaintiff against said Defendant.

EDWARD M. CURRAN,
U. S. Atty.,
BERNARD MARGOLIUS,
Asst. U. S. Atty.,
Attorneys for Defendant.

I hereby certify that the above-entitled notice of appeal was served by mail this 25th day of November 1940 upon George F. Shea, attorney for the plaintiff.

BERNARD MARGOLIUS,
Asst. U. S. Atty.

54 District Court of the United States for the
 District of Columbia

Filed Dec. 11, 1940. Charles E. Stewart, Clerk.

Order for substitution of defendant

Upon consideration of the petition and motion filed herein by plaintiff, and it appearing to the court that good cause has been shown, it is by the Court, this 11th day of December 1940

Ordered that Lindsay C. Warren, Comptroller General of the United States, be and he is hereby substituted as defendant in the place and stead of Richard N. Elliott, Acting Comptroller General of the United States.

By the Court:

BOLITHA J. LAWS,
Justice.

No objection:

BERNARD J. LONG,
Assistant U. S. Atty.

Memorandum

January 4, 1941.

Time for filing transcript of record in United States Court of Appeals extended to and including January 11, 1941.

55 In the District Court of the United States for
 the District of Columbia

Filed Dec. 30, 1940. Charles E. Stewart, Clerk.

Stipulation as to record

It is hereby stipulated by and between attorneys for the plaintiff-appellee—and the defendant-appellant—that the record on appeal in the above-entitled cause shall consist of the following designated parts of the record:

1. Complaint filed April 17, 1940, and exhibits attached thereto.

2. Answer of defendant filed June 19, 1940.

3. Motion for judgment on the pleadings, filed August 17, 1940.

4. Affidavit of N. B. Arnold, filed August 17, 1940.

5. Order substituting Richard N. Elliott as defendant entered October 10, 1940.

6. Copies of documents certified by the General Accounting Office and filed October 30, 1940.

7. Order for judgment on the pleadings for plaintiff, entered October 31, 1940.

8. Notice of appeal filed November 25, 1940.

56 9. Order substituting Lindsay C. Warren as defendant, entered December 11, 1940.

10. This stipulation.

EDWARD M. CURRAN,
Edward M. Curran,
United States Attorney,

BERNARD J. LONG,
Bernard J. Long,

Assistant United States Attorney,

BERNARD MARGOLIUS,
Bernard Margolius,

*Assistant United States Attorney,
Attorneys for the defendant-appellant.*

THEODORE HOLLISTER,

N. B. ARNOLD,

LATHER & HOAG,

RALPH E. BURDICK,

HANFORD F. COX,

V. J. MICHAELSON,
and

FRANK YETKA,

By GEORGE F. SHEA,

George F. Shea,

Attorneys for plaintiff-appellee.

57 District Court of the United States for the
District of Columbia

UNITED STATES OF AMERICA,
District of Columbia:

I, Charles E. Stewart, Clerk of the District Court of the United States for the District of Columbia, hereby certify the foregoing pages numbered from 1 to 56, both inclusive, to be a true and correct transcript of the record, according to stipulation of counsel herein filed, copy of which is made part of this transcript, in cause No. 6624, Civil Action, wherein Frank Jarvi, as administrator of the estate of Ida Jarvi, deceased, is Plaintiff and Lindsay C. Warren, Comptroller General of the United States, is Defendant, as the same remains upon the files and of record in said Court.

In testimony whereof, I hereunto subscribe my name and affix the seal of said Court, at the City of Washington, in said District, this 7th day of January, 1941.

[SEAL]

C. E. STEWART,
Clerk.

[Endorsed on cover:] No. 7809. Warren vs. Jarvi, adm.
United States Court of Appeals for the District of Columbia.
Filed Jan. 10, 1941. Joseph W. Stewart, Clerk.

TRANSCRIPT OF RECORD

UNITED STATES COURT OF APPEALS FOR
THE DISTRICT OF COLUMBIA

JANUARY TERM, 1941

No. 7810

SPECIAL CALENDAR

LINDSAY C. WARREN, COMPTROLLER GENERAL OF
THE UNITED STATES, APPELLANT

vs.

CHARLES C. JONES

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF COLUMBIA

FILED JANUARY 10, 1941

UNITED STATES COURT OF APPEALS FOR
THE DISTRICT OF COLUMBIA

JANUARY TERM, 1941

No. 7810

LINDSAY C. WARREN, COMPTROLLER GENERAL OF
THE UNITED STATES, APPELLANT

vs.

CHARLES C. JONES, APPELLEE

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF COLUMBIA

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I

A District Court of the United States for the
District of Columbia

Civil Action No. 6625

CHARLES C. JONES, PLAINTIFF

vs.

LINDSAY C. WARREN, AS COMPTROLLER GENERAL OF THE
UNITED STATES, DEFENDANT

UNITED STATES OF AMERICA,
District of Columbia, ss:

Be it remembered, that in the District Court of the United States for the District of Columbia, at the City of Washington, in said District, at the times hereinafter mentioned, the following papers were filed and proceedings had, in the above-entitled cause, to wit:

1 District Court of the United States for the
District of Columbia

Complaint for proceedings in the nature of mandamus to compel certification and payment of claims under private act 336, 74th Congress.

Filed Apr. 17, 1940. Charles E. Stewart, Clerk.

The plaintiff for his cause of action herein complains of defendant and alleges:

I

That the plaintiff is a resident of the City of Miami, County of Dade, State of Florida, a citizen of the United States and more than twenty-one years of age.

II

That the defendant Fred H. Brown is the duly appointed, qualified, and acting Comptroller General of the United States, and is sued herein in his official capacity as such, and that he is charged by law with the duty of certifying for payment certain claims against the United States Government, including the claim of the plaintiff herein, under and pursuant to Private Law, No. 336, 74th Congress.

III

That this is an action brought against the said defendant Fred H. Brown, in his official capacity, to obtain an order and

judgment of this court requiring the said defendant to certify for payment the claim of plaintiff herein referred to under the terms and provisions contained in said Private Law 336, 74th Congress, and said action is commenced within six years of the date of the enactment of said Private Law 336, 74th Congress, a true copy of which said Private Law is hereto annexed, marked Exhibit A and hereby made a part hereof.

2

IV

That on or about the 12th day of October 1918 a fire originated from the operation of railroads in the State of Minnesota by the United States Government. That at said time plaintiff was a resident of the County of St. Louis and State of Minnesota and within the area covered by said fire, and was severely burned thereby and disfigured, and plaintiff's health was thereby permanently injured, and his future earning capacity greatly diminished, and as the result of said burning and injury plaintiff was caused to suffer intense pain and was required to and did seek medical and hospital attendance for a time thereafter, at large expense to plaintiff, for all of which he claimed loss and damage against the United States Government, and to recover therefor commenced an action in the District Court of the Eleventh Judicial District in the County of St. Louis and State of Minnesota, against James C. Davis, Director General of Railroads, as agent of the President under the Transportation Act of 1920.

V

That under the Transportation Act of 1920 provision was made for the prosecution of actions against the Director General of Railroads, as Agent of the President under said Act, in the same manner and to the same extent and effect as if said actions were commenced and prosecuted against the Railroad Corporation owning the railroads prior to the passage of said Act.

VI

That said fire so originated at said time extended over a very large area and caused great loss and damage to property, personal injury to a large number of persons, and resulted in the death of many people. That as the result thereof a large number of claimants, on account of loss and damage resulting from said fire, brought actions against the Director General of Railroads, as agent of the President under the Transporta-

tion Act of 1920, and this plaintiff was one of the
3 above-mentioned claimants, and brought such an action
in his own behalf for the purpose of recovering damages
for his personal injury, against the said Director General of
Railroads, as agent of the President under the said Transportation
Act, and after extensive trials extending over several
months, liability was fixed upon the Director General of Rail-
roads as agent of the President under said Transportation Act,
covering a large area of territory burned over by said fire,
including the territory where plaintiff was situated at the time
of said fire.

VII

That following said trials, and the United States Govern-
ment having been found liable for the damages caused by said
fires, the said Director General of Railroads, as agent of the
President under said Transportation Act, offered to pay to said
claimant certain sums of money on account thereof, based
upon certain percentages of the actual loss and damage so sus-
tained by the claimants, upon certain conditions hereinafter
stated.

VIII

That following said fire of October 12, 1918, the persons
in the burned-over area, including this plaintiff, were very
destitute, their homes and property having been destroyed,
both personal and real, and many personal injuries and deaths
had resulted from said fires, and many of said claimants were
without means, including this plaintiff, to rebuild their homes,
or to obtain the means of subsistence, and hence were com-
pelled to and did accept the offers of said Director General
of Railroads.

IX

As the conditions upon and under which the Government
would pay certain percentages on account of the actual losses
and damages sustained by the claimants it was stated: that
in cases involving injury, or death, claims, after the actual
damages by reason thereof had been agreed upon, the
4 same respective percentages for the territories in
which the losses occurred should be applied that were to
be paid on account of property losses, and plaintiff's above-
mentioned injury occurred in an area in which a proposition
had been made by the Director General of Railroads, as agent
of the President, to pay forty percent of the actual property

losses determined in any case, and provided further that in no case should the Government be liable for, or required to pay on account of personal injury an amount in excess of the prescribed percentage upon ten thousand dollars (\$10,000.00);

Such sums to be paid only in case all of the claimants within the agreed limits of the Government fire accepted the same percentage, in their respective areas, upon their actual losses;

And the agent of the President made the further condition before making any payment whatever, that, after the attorneys for the respective parties had agreed upon the amount of the actual damage and loss, and the amount to be paid thereon on the percentage basis had been determined, a judgment should be entered for the amount of such percentage, and a certified copy thereof furnished to the attorneys for the said Director General of Railroads, as agent of the President, so that, when the judgment was satisfied, it would appear of record as though a genuine settlement and compromise had been brought about.

X

That following said proposition and in carrying out the same the plaintiff submitted verified claim for the loss and damage sustained by him, and the amount of such actual loss and damage was fixed and determined by agreement between said Director General of Railroads, acting through his representatives, and this plaintiff, by his attorneys, at the sum of eight thousand dollars (\$8,000.00), and judgment was entered for the percentage of the loss so determined and agreed upon, being forty percent thereof, or \$3,200.00, which amount of \$3,200.00 was paid and said judgment satisfied of record, leaving sixty percent of the agreed and actual loss of plaintiff unpaid.

5

XI

That thereafter plaintiff, and others similarly situated, being aggrieved by the so-called settlements forced upon them by the Director General of Railroads, as agent of the President, aforesaid, in that they had been compelled and coerced by circumstances beyond their control, and against their will, to accept a percentage of their actual loss under the terms imposed upon them by the said representative of the Government, or carry on protracted litigation over a long period of time, at great expense and delay, petitioned the Congress of the United States for the enactment of proper legislation, so

that plaintiff, and others similarly situated, would be paid by the United States Government the difference between the amount of their actual losses, so previously agreed upon, and the amounts theretofore paid by the Government of the United States.

XII

That thereafter the Congress of the United States, for the relief of plaintiff, and other persons similarly situated, did on the 20th day of August 1935, enact Private Law No. 336, 74th Congress, approved August 27, 1935, a true copy of which Act has been hereto attached, marked Exhibit A and made a part hereof.

XIII

That on or about the 15th day of October 1935, under and pursuant to said Private Law No. 336, heretofore referred to, and within two years after the enactment of said law, the plaintiff herein, pursuant to the rules and regulations promulgated by the Comptroller General of the United States, submitted a verified claim to the Comptroller General for the amount of his unpaid loss and damage, so determined and agreed upon, arising from the personal injuries sustained by him heretofore referred to, in the sum of four thousand eight hundred dollars (\$4,800.00). That a true and correct copy of plaintiff's said claim is hereto attached, marked Exhibit B and hereby made a part hereof.

6

XIV

That the Comptroller General of the United States pursuant to said Act did receive and file plaintiff's said application for the payment of the balance of his said personal injury loss (0535733 Misc.) and determined that the amount claimed by plaintiff in his said application was correct as to the unpaid balance of his said claim for personal injury loss, and remained wholly unpaid in the sum of four thousand eight hundred dollars (\$4,800.00), and was also correct as to the identity of the plaintiff as the proper party to make and file said claim; all of which was disclosed by the records of the Director General of Railroads, and was conclusive upon the Comptroller General as to the facts.

That on or about January 11, 1936, the said Comptroller General of the United States, arbitrarily, unlawfully, and wrongfully refused to certify the amount due plaintiff because of his personal injury claim in the sum of four thousand eight

hundred dollars (\$4,800.00), and stated the following alleged reasons for so doing:

"The term 'loss' used in the statute cited is not applicable under the context of said statute to claims arising from personal injuries (or death from wrongful act). Also such personal injury (or death by wrongful act) claim is not covered by a fire insurance policy. Accordingly it must be held that the statute refers exclusively to property losses."

which ruling of the Comptroller General of the United States has never been changed or modified.

XV

That the plaintiff has made due demand upon said Comptroller General of the United States that he certify to the Secretary of the Treasury of the United States for payment the amount of plaintiff's claim for the balance due on account of his personal injury in the sum of four thousand eight hundred dollars (\$4,800.00), which amount the plaintiff is legally and

lawfully entitled to receive as payment from the United States Government under the provisions of said Private Law No. 336, which Act was passed for the relief of this claimant, and other claimants similarly situated, and that the said Comptroller General of the United States, ever since the filing of the said claim by this plaintiff, as aforesaid, has wrongfully, arbitrarily, capriciously, and unlawfully refused, failed, and neglected to perform the plain ministerial duty imposed upon the said Comptroller General of the United States by Private Law No. 336, 74th Congress, to certify the same to the Secretary of the Treasury of the United States for payment, so that plaintiff would be paid the sum which he is legally and justly entitled to receive as one of the claimants for whose benefit said Private Law No. 336 was enacted.

XVI

That the plaintiff herein at the time of filing his said claim with the Comptroller General of the United States, as hereinbefore alleged, did comply with all of the provisions of the said Private Law No. 336, and with all of the rules and regulations theretofore promulgated by the Comptroller General of the United States, and did every act and thing by him required to be done and performed in the filing of his said claim so as to be entitled to have the same certified for payment by the Comptroller General of the United States.

XVII

That the plaintiff has no speedy, adequate remedy at law to enforce his rights for the payment of his claim.

Wherefore plaintiff demands judgment against the defendant:

(1) That the court decree and declare that the refusal of the Comptroller General of the United States to certify for payment the claim of the plaintiff herein, under the provisions of the said Private Law No. 336, 74th Congress, was and is contrary to law, is of no legal force and effect, and is not binding upon the plaintiff.

8 (2) That the court decree and declare that it is the ministerial duty of the said Comptroller General of the United States to certify to the Secretary of the Treasury of the United States for payment, the claim of the plaintiff heretofore filed with the said Comptroller General for the balance of his claim for injury to his person, in the sum of four thousand eight hundred dollars (\$4,800.00) in accordance with the provisions of Private Law No. 336, 74th Congress, and that said Comptroller General be ordered and directed to issue his certificate accordingly.

(3) That plaintiff have such other and further order and relief as to the court may seem just, equitable, and requisite in the premises.

(4) That plaintiff have judgment for his costs and disbursements herein.

THEODORE HOLLISTER,
N. P. ARNOLD,
LATHERS & HOAG,
RALPH E. BURDICK,
HANFORD F. COX,
V. J. MICHAELSON, and
FRANK YETKA

By V. J. MICHAELSON,
Attorneys for Plaintiff,
330 Minnesota Building, St. Paul, Minnesota.

Dated February 17th, 1940.

GEORGE F. SHEA,
George F. Shea,

Attorney of record for service of papers,
931 Tower Building, Washington, D. C.

Exhibit A

6625

[Private—No. 336—74th Congress]

[S. 1448]

AN ACT

For the relief of certain claimants who suffered loss by fire in the State of Minnesota during October 1918

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Treasury is authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, in accordance with certifications of the Comptroller General of the United States under this Act, to each claimant or its or his heirs, representatives, administrators, executors, successors, or assigns, the amount of whose loss, on account of fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918, has been determined by court proceedings or by the Director General of Railroads, the difference between the amount of such loss so determined and the amount actually paid by the United States to such claimant less any amount paid to such claimant by any fire-insurance company on account of such fire: Provided, That notwithstanding the terms and conditions of any policy of insurance, or the provisions of any law, no fire-insurance company, except farmers' mutual fire-insurance companies, shall have any rights in and to funds herein appropriated, the payments herein provided for, nor to any right of subrogation whatsoever. That said farmers' mutual fire-insurance companies shall be paid in the same manner and to the same extent as other claimants: Provided further, That no person who makes claim under this Act by virtue of having acquired and succeeded to the rights of the original claimant through purchase and assignment, from said claimant of said claim, shall receive more than the amount actually paid for such claim and assignment.

SEC. 2. No payment under the provisions of this Act shall be made unless an application therefor is filed with the Comptroller General of the United States by or on behalf of the person entitled to payment within two years after the date of the enactment of this Act. The Comptroller General of the

United States shall determine the amount due on any application, and the person entitled thereto under this Act, and shall certify such determination to the Secretary of the Treasury, which determination shall be final. The Comptroller General shall promulgate rules and regulations as to the identity of claimants, the validity of assignments, and all other matters in connection with the determination of the amounts due and the persons to whom such amounts shall be paid under this Act. The amount to be paid under this Act shall be ascertained from the records of the Director General of Railroads, and such records shall be conclusive evidence of the amount of any such loss, the amount paid by the United States with respect thereto, and the amount paid by any insurance company with respect thereto. Such records shall also be conclusive evidence of the person entitled to payment, except that if in any judicial proceeding in which final judgment has been rendered the right of any person to succeed to the rights of the person who suffered the loss by the fire has been determined, such judgment shall be conclusive as to the heir, representative, administrator, executor, successor, or assignee, as the case may be, entitled to payment.

SEC. 3. The words "person" and "claimant," as used in the Act, shall include an individual, two or more persons having a joint or common interest, company, partnership, and municipal and private corporations.

SEC. 4. Any person or group of persons individually or collectively who charge or collect, or attempt to charge or collect, either directly or indirectly, any fee or other compensation for assisting in any manner any person in obtaining the benefits of this Act in excess of 10 per centum of the amount of the claim actually paid under this Act shall, upon conviction thereof, be subject to a fine of not more than \$500 or imprisonment for not more than one year, or both.

Approved, August 27, 1935.

11

Exhibit B

Government File No. 6279. In District Court, St. Louis County, Minnesota. Charles C. Jones, Plaintiff, vs. Director General of Railroads, Defendant. 6625. Filed Apr. 17, 1940. Charles E. Stewart, Clerk.

In re Application of Claimant herein for payment of Minnesota Forest Fire Loss of October 1918 under Act of Congress Providing Therefor, Private Law No. 336, 74th Congress

To the Honorable, The Comptroller General of the United States, Washington, D. C.:

Charles C. Jones, hereinafter called the "Claimant," hereby makes claim to the Comptroller General of the United States under the provisions of an Act of Congress entitled "An Act for the Relief of Certain Claimants who Suffered Loss by Fire in the State of Minnesota, during October 1918," and now known as Private Law No. 336, 74th Congress, approved August 27th, 1935, for the payment of \$1,410.00 and in support of said claim states and sets forth the following facts:

1. That Plaintiff brought suit in the District Court of St. Louis County, Minnesota, against the Director General of Railroads (Agent of the President under the Transportation Act) for a loss alleged to have been caused by fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918; that issue was duly joined in said action by the serving and filing of an answer to the complaint in said suit.

2. That thereafter a Stipulation for Judgment was entered into in said action.

3. That Judgment was duly entered upon said Stipulation on January 12, 1926.

4. That said Stipulation is on file with the Clerk of Court in the above named county, and a duplicate original copy is on file with the Director General of Railroads, which Stipulation shows on its face:

That the amount of damages agreed upon was \$4,500.00.

That the amount of insurance paid the claimant by insurance companies named therein was \$2,150.00.

That claimant's net loss, being the amount of such damages less the aggregate amount of insurance paid was \$2,350.00.

That of said net loss the government paid (being 40%) \$940.00.

5. That the balance due claimant is \$1,410.00.

The undersigned claimant hereby nominates and appoints Theo. Hollister, N. B. Arnold, Lathers & Hoag, Burdick & Campbell, Providence Building, Duluth, Minnesota, and Frank Yetka and Cox & Michaelson, Cloquet, Minnesota, as Claimant's attorneys, to act in Claimant's name and stead, to take such steps, and to do and perform such acts, things, and services as may be necessary and requisite to establish Claimant's right to payment under said act and to collect the said claim and receipt therefor the same as Claimant could or might do in person, hereby ratifying and confirming each, all, and every act done and thing performed by Claimant's said attorneys,

with power of substitution in the premises; and the undersigned Claimant hereby employs said attorneys to perform said services, and agrees to pay to said attorneys a sum equal to 10% of the amount recovered in said claim in full compensation for such services and for the prosecution of said claim. And the undersigned Claimant hereby requests the Comptroller General of the United States to draw a separate check payable to said attorneys in the amount of such attorneys' fees, being 10% of Claimant's claim herein.

Dated October 12, 1935.

CHARLES C. JONES, *Claimant*,
1945 N. W. Flagler Terrace, Miami, Florida.

In the presence of —

EDITH MAY BRIESLEY.

KATHLEEN PENNEY.

Accepted:

THEO. HOLLISTER,
N. B. ARNOLD,
LATHERS & HOAG,
FRANK YETKA,
COX & MICHAELSON,
BURDICK & CAMPBELL.

By N. B. ARNOLD.

STATE OF FLORIDA,

County of Dade, ss:

Charles C. Jones, being first duly sworn on oath says—that affiant is the Claimant within named—that affiant has read or heard read the whole of the foregoing application and power of attorney, and exhibits attached thereto, and that the same is in all things true and correct; that said claim and no part thereof has ever been assigned.

CHARLES C. JONES.

Subscribed and sworn to before me this 12th day of October 1935.

[NOTARIAL SEAL]

KATHLEEN PENNEY,
Notary Public, State of Florida.

My commission expires Sept. 8, 1937.

CERTIFICATE OF IDENTIFICATION

I hereby certify that Charles C. Jones, the person named in and making the foregoing claim is the person he represents himself to be.

[STAMP]

WM. C. HILL,
Postmaster, Miami, Florida.

N. B. ARNOLD,

One of Claimant's Attorneys.

Exhibit C

Government File No. 3532. In District Court, St. Louis County, Minnesota. Charles C. Jones, Plaintiff, vs. Director General of Railroads, Defendant.

In re Application of Claimant herein for Payment of Minnesota Forest Fire Loss of October, 1918, under Act of Congress Providing Therefor, Private Law No. 336, 74th Congress

To the Honorable, The Comptroller General of the United States, Washington, D. C.

Charles C. Jones, hereinafter called the "Claimant," hereby makes claim to the Comptroller General of the United States under the provisions of an Act of Congress entitled "An Act for the Relief of Certain Claimants who Suffered Loss by Fire in the State of Minnesota, during October, 1918," and now known as Private Law No. 336, 74th Congress, approved August 27th, 1935, for the payment of \$4,800.00 and in support of said claim states and sets forth the following facts:

1. That Plaintiff brought suit in the District Court of St. Louis County, Minnesota, against the Director General of Railroads (Agent of the President under the Transportation Act) for a loss alleged to have been caused by fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918; that issue was duly joined in said action by the serving and filing of an answer to the complaint in said suit.

2. That thereafter a Stipulation for Judgment was entered into in said action.

3. That Judgment was duly entered upon said Stipulation on June 10, 1922.

4. That said Stipulation is on file with the Clerk of Court in the above named county, and a duplicate original copy is on file with the Director General of Railroads, which Stipulation shows on its face:

That the amount of damages agreed upon was \$8,000.00.

That the amount of insurance paid the claimant by insurance companies named therein was None.

That claimants net loss, being the amount of such damages less the aggregate amount of insurance paid was \$8,000.00.

That of said net loss the government paid (being 40%) \$3,200.00.

5. That the balance due claimant is \$4,800.00.

The undersigned claimant hereby nominates and appoints Theo. Hollister, N. B. Arnold, Lathers & Hoag, Burdick &

Campbell, Providence Building, Duluth, Minnesota, and Frank Yetka and Cox & Michaelson, Cloquet, Minnesota, as Claimant's attorneys, to act in Claimant's name and stead, to take such steps, and to do and perform such acts, things, and services as may be necessary and requisite to establish Claimant's right to payment under said act and to collect the said claim and receipt therefor the same as Claimant could or might do in person, hereby ratifying and confirming each, all, and every act done and thing performed by Claimant's said attorneys, with power of substitution in the premises; and the undersigned Claimant hereby employs said attorneys to perform said services, and agrees to pay to said attorneys a sum equal to 10% of the amount recovered in said claim in full compensation for such services and for the prosecution of said claim. And the undersigned Claimant hereby requests the Comptroller General of the United States to draw a separate check payable to said attorneys in the amount of such attorneys fees, being 10% of Claimant's claim herein.

CHARLES C. JONES, *Claimant*,
1945 N. W. Flagler Terrace, Miami, Florida.

Dated October 12, 1935

In the presence of—

EDITH MAY BRIESLEY.

KATHLEEN PENNEY.

Accepted:

THEO. HOLLISTER,
N. B. ARNOLD,
LATHERS & HOAG,
FRANK YETKA,
COX & MICHAELSON,
BURDICK & CAMPBELL,

By N. B. ARNOLD.

STATE OF FLORIDA,

County of Dade, ss:

Charles C. Jones, being first duly sworn on oath says—that affiant is the Claimant within named—that affiant has read or heard read the whole of the foregoing application and power of attorney, and that the same is in all things true and correct; that said claim and no part thereof has ever been assigned.

CHARLES C. JONES.

Subscribed and sworn to before me this 12th day of October, 1935.

[NOTARIAL SEAL]

KATHLEEN PENNEY,
Notary Public, State of Florida.

My commission expires Sept. 8, 1937.

CERTIFICATE OF IDENTIFICATION

I hereby certify that Charles C. Jones, the person named in and making the foregoing claim is the person he represents himself to be.

WM. C. HILL,
Postmaster, Miami, Florida.

N. B. ARNOLD,
One of Claimant's Attorneys.

13

Exhibit D

Form 40—Notice of Settlement of Claim

Certificate No. 0385546. Claim No. 0535733. Misc. Filed Apr. 17, 1940. Charles E. Stewart, Clerk. 6625.

GENERAL ACCOUNTING OFFICE,
Washington, D. C., Jan. 11, 1936.

Warrants to issue as noted below:

CHARLES C. JONES,
c/o N. B. Arnold, Theo. Hollister, et. al., Attorneys,
Providence Building, Duluth, Minnesota.

I have certified that there is due you from the United States, payable from the appropriation(s) indicated, the sum of One Thousand Three Hundred Dollars (\$1,300.00) on account of payment, pursuant to the provisions of Private Act No. 336, 74th Congress, approved August 27, 1935, of balance due claimant on account of loss suffered by fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918, being the difference between \$4,500.00 plus \$8,000.00, the amounts of losses as determined in accordance with the provisions of said act, and \$940.00 plus \$3,200.00, the amounts of such losses paid by the United States on June 19, 1922, and January 20, 1929, respectively, pursuant to judgments of the District Court, 11th Judicial District, County of St. Louis, Minnesota, dated respectively, June 10, 1922, and January 12, 1926, less \$2,150.00, the amount paid claimant

(See Reverse Side)

0X834—Relief of Claimants who Suffered Loss by Fire in Minnesota during October 1918.

Warrants to issue:

Charles C. Jones, 1945 N. W. Flagler Terrace, Miami, Florida, \$1,170.00.

Charles C. Jones, % N. B. Arnold, Theo. Hollister, et al., Attorneys, Providence Building, Duluth, Minnesota, \$130.00.

The inclosed Treasury check is in settlement of said claim(s).

J. R. McCARL,
Comptroller General of the United States.

By J. H. ROE.

To claimant(s).

NOTE.—If this settlement is believed to be incorrect in any particular and the matters relied upon by claimant to support such view are clearly stated in a request for review filed with the Comptroller General of the United States at Washington, D. C., within one year from the date hereof, the settlement will thereupon be reviewed under his personal supervision. The inclosed check should not be cashed if its amount includes any item upon which review is requested, but unindorsed should accompany the request for review.

14 District Court of the United States for the
 District of Columbia

Filed June 19, 1940. Charles E. Stewart, Clerk.

Answer

Comes now Fred H. Brown as Comptroller General of the United States, by his attorneys, and answering the complaint herein filed says:

I

Answering paragraph I, this defendant avers he is without knowledge or information sufficient to form a belief as to the truth of the plaintiff's allegations therein contained.

II

Answering paragraph II, this defendant admits that he is the duly appointed and qualified Comptroller General of the United States, but insofar as other answer is required, denies the remaining allegations of this paragraph.

III

Answering paragraph III, this defendant submits that the allegations contained therein do not require answer on his part.

IV

Answering paragraph IV, this defendant avers that he is without knowledge or information sufficient to form a belief as to the truth of any of the material allegations contained therein, except as hereinafter set forth. Further answering this paragraph, this defendant says that the files of the United States Railroad Administration show that a stipulation for judgment was entered into between Charles Jones, 15 Plaintiff, and James C. Davis, Agent of the President under the Transportation Act, Defendant, in the United States Circuit Court, Eleventh Judicial District, Minnesota, indicating that plaintiff's loss was fixed at \$8,000, and the compromise was \$3,200, judgment to be entered in the sum of \$3,200; that pursuant to this stipulation judgment was entered for the plaintiff against the defendant in the sum of \$3,200, and said judgment was paid.

V

Answering paragraph V, this defendant is informed and believes that the provisions of the Transportation Act of 1920 and the effect thereof are not for answer by this defendant, but that the statute must be allowed to speak for itself.

VI

Answering paragraph VI, this defendant avers that he is without knowledge or information sufficient to form a belief as to the truth thereof and refers to the averments contained in his answer to paragraph IV.

VII

Answering paragraph VII, this defendant admits the allegations contained therein for the purposes of the present proceeding.

VIII

Answering paragraph VIII, this defendant avers that he is without any knowledge or information sufficient to form a belief, and has no practical means of securing such information concerning the truth of the allegations contained therein. However, this defendant denies that plaintiff was compelled to accept the offer of settlement made by the Director General of Railroads, or that there was any coercion or duress involved,

and avers on the contrary that the record furnished to the General Accounting Office shows that the plaintiff, through counsel, entered into a voluntary stipulation that the said judgment and recovery should be in full compromise, satisfaction, and settlement for all loss and all claims, by subrogation or otherwise, involved in said action.

IX

Answering paragraph IX, this defendant admits the allegations contained therein for the purposes of the present proceeding.

X

Answering the allegations of paragraph X, this defendant admits the same.

XI

Answering paragraph XI, this defendant admits that the plaintiff, and others similarly situated, petitioned the Congress of the United States for the enactment of legislation, but this defendant denies all the remaining allegations contained therein, and if the same are material on the present proceeding, strict proof thereof is required.

XII

Answering paragraph XII, this defendant admits the enactment of Private Law No. 336, 74th Congress, approved August 27, 1935, and that a true copy thereof is attached marked Exhibit A to the complaint, but this defendant denies that this said act was for the relief of the plaintiff in respect of the claim covered by the present complaint.

XIII

Answering paragraph XIII, this defendant admits the filing by the plaintiff in the General Accounting Office of a claim verified in the manner shown by plaintiff's Exhibit C for the sum of \$4,800, the said claim being erroneously referred to in paragraph XIII of the complaint as Exhibit B.

XIV

Answering paragraph XIV, this defendant denies each and every allegation contained therein, except that this defendant admits the claim of the plaintiff for \$4,800 covering his per-

sonal injuries was disallowed in certificates of settlement dated January 11, 1936, a true copy of which is annexed to the
17 complaint as Exhibit D, final paragraph of which settlement is correctly quoted in paragraph XIV of the complaint. Answering further, this defendant avers that the claim of the plaintiff for property loss, copy of which is annexed to the complaint as Exhibit B, was allowed by the General Accounting Office under Private Act No. 336, approved August 27, 1935, 49 Stat. 2194.

XV

Answering paragraph XV, this defendant denies each and every allegation thereof in the manner and form alleged.

XVI

Answering paragraph XVI, this defendant denies that the claim relating to personal injury filed by the plaintiff, a copy of which is annexed to the complaint as Exhibit C, entitled the plaintiff to have the same certified for payment by the Comptroller General of the United States.

Further answering said complaint, this defendant says that he is charged with the administration of Private Act No. 336, 74th Congress, approved August 27, 1935, 49 Stat. 2194, by the terms thereof, and with the interpretation of its provisions, and that he has interpreted said Act as relating exclusively to property losses, and that the term "loss" as used therein is not applicable under the context of said statute to claims arising from personal injury or death.

The defendant further alleges that:

1. Private Act No. 336, 74th Congress, approved August 27, 1935, 49 Stat. 2194, (Exhibit A to the complaint) refers exclusively to property losses, as the term "loss" used therein is not applicable under the context of said statute to claims arising from personal injury or death.

2. The interpretation of the statute by this defendant is correct.

18 3. The interpretation of the statute by this defendant is a reasonable one, and is not so plainly and palpably wrong as to permit this Honorable Court to control his interpretation of the Act by its process.

4. This is in effect a suit against the United States and cannot be maintained because the United States has not consented to be sued herein.

Wherefore, this defendant says that the plaintiff should not maintain this suit as the complaint fails to state a claim upon which relief can be granted, and having made full answer, prays that this complaint be dismissed as to him, and that he have his costs against the plaintiff.

EDWARD M. CURRAN,
Edward M. Curran,
United States Attorney,
ALBERT GOLDSTEIN,
Albert Goldstein,
Assistant United States Attorney,
JOHN C. MCFARLAND,
John C. McFarland,
General Counsel, General Accounting Office,
HARRELL O. HOAGLAND,
Harrell O. Hoagland,
Assistant General Counsel,
General Accounting Office.
Attorneys for Defendant.

Copy of this Answer mailed to George F. Shea, Tower Building, Washington, D. C., this 18th day of June, 1940.

ALBERT GOLDSTEIN,
Albert Goldstein,
Assistant United States Attorney,
Attorney for Defendant.

19 District Court of the United States for the
 District of Columbia

Filed Aug. 17, 1940. Charles E. Stewart, Clerk.

Motion for judgment on the pleadings

Comes now the plaintiff above-named and moves the Court as follows:

I

For judgment upon the pleadings in favor of the plaintiff and against the defendant as prayed for in plaintiff's complaint herein.

II

For such other and further relief as to the Court may seem equitable and just.

Said motion will be made upon:

I

All of the files, records, pleadings, and proceedings herein.

II

All of the records and files in the office of the Comptroller General of the United States referred to in the complaint and the answer herein and/or relevant to the issues involved in this action.

20

III

All of the records and files in the general accounting office of the United States relative to the issues involved in this action.

IV

All of the records and files formerly in the office of the Director General of Railroads referred to in Private Act number 336—74th Congress as conclusive evidence of the amount of plaintiff's loss or damage and the amount thereof remaining unpaid.

V

All of the records and files in the office of the Secretary of the Treasury of the United States relevant to the issues involved in this action.

And said motion will be made upon the following grounds:

I

That there is no issue of fact for determination by the Court.

II

That the only issue to be determined by the Court is one of law.

III

That the matters pleaded and alleged in defendant's answer herein do not constitute a legal defense to plaintiff's complaint or to the granting of the relief prayed for therein.

IV

21 That the duties imposed upon the defendant herein under the terms and conditions of said Private Act 336 are purely ministerial and do not involve the exercise of judgment or discretion.

V

That the pleadings in this action have been closed, and this motion will not delay the trial of this case.

Dated July —, 1940.

THEODORE HOLLISTER
N. B. ARNOLD,
LATHERS AND HOAG,
RALPH E. BURDICK,
HANFORD F. COX,
V. J. MICHAELSON, and
FRANK YETKA

By V. J. MICHAELSON,
Attorneys for Plaintiff,

330 Minnesota Building, St. Paul, Minnesota.

Service acknowledged Aug. 15, 1940.

JOHN W. FIHELLY,
Assist. U. S. Atty.

GEORGE F. SHEA,
Tower Building, Washington, D. C.,
Attorney of Record for the purpose of service of
pleadings.

Notice of Motion

TO EDWARD M. CURRAN, *United States Attorney*, ALBERT GOLDSTEIN, *Assistant United States Attorney*, JOHN C. MCFARLAND, *General Counsel, General Accounting Office*, HARRELL O. HOAGLAND, *Assistant General Counsel, General Accounting Office*, *Attorneys for Defendant:*

Please take notice, that the undersigned will bring the above motion on for hearing before this Court in the District Court of the United States District of Columbia, Building D between 4 and 5 NW., City of Washington, D. C., on the day of, 1940, at o'clock in the

forenoon of that day, or as soon thereafter as counsel can be heard.

Dated July —, 1940.

THEODORE HOLLISTER,
N. B. ARNOLD,
LATHERS AND HOAG,
RALPH E. BURDICK,
HANFORD F. COX,
V. J. MICHAELSON, and
FRANK YETKA

By V. J. MICHAELSON,
Attorneys for Plaintiff,

330 Minnesota Building, St. Paul, Minnesota.

GEORGE F. SHEA,
Tower Building, Washington, D. C.

GEORGE F. SHEA,
*Attorney of Record for the purpose of service of
pleadings.*

By T. X. D.

22 District Court of the United States for the
District of Columbia

Affidavit—N. B. Arnold

Filed Aug. 17, 1940. Charles E. Stewart, Clerk.

STATE OF MINNESOTA,
County of St. Louis, ss:

N. B. Arnold, being first duly sworn, says he is one of the attorneys for the plaintiff above named. That he is one of the attorneys who tried many of the test cases growing out of the Minnesota forest fires of October 1918, and conducted the settlements made in behalf of various claimants who lost property and sustained injury in said forest fire with the Railroad Administration.

That deponent is familiar with the procedure followed in making the settlement of said forest fire claims, and knows of his own knowledge that, after the trial of test cases in various areas, James C. Davis, Director General of Railroads, as Agent for the President under the Transportation Act of 1920, made certain proposals of settlement covering various areas in the burned over territory, and that following said proposals of settlement, and pursuant thereto, various claimants, including the plaintiff, filed verified claims for their losses and injuries, and

claims for wrongful death of persons who lost their lives in the fire were also filed and settled under said proposals.

That deponent took part in the preparation and filing of many of said claims, and in the settlement of the same with the agents of the Railroad Administration, and was familiar with the stipulation for settlement, release, judgment entered and satisfaction thereof. That deponent was also familiar with the fact that the proposal of settlements made by said James C. Davis provided for the payment of certain percentages in various areas covered by said fire, and that such percentages were applied in each instance to the amount agreed upon as the loss or damage sustained.

That deponent is informed and verily believes true that all permanent records made pertaining to the actions commenced, the settlements and payments made, were kept by the Director General of Railroads in a large journal or claim register, and in various files in which the record of each claim was made and kept, and which records are still intact, and as deponent is informed and verily believes are now in possession of the Secretary of the Treasury of the United States.

That deponent is also familiar with the application made by the various claimants to the Congress of the United States for an Act authorizing and directing the payment of the balance of the losses, agreed upon by the Director General, above the amount theretofore paid, in order that claimants could be paid one hundred cents on the dollar for their losses, as agreed upon, and is familiar with the steps taken before the committees, which resulted in the passage of Private Law 336, 74th Congress. That said Act provides that the records of the Director General of Railroads shall be evidence of all of the facts therein set forth, and of the identity of the parties entitled to payment under said Act.

That deponent is also familiar with the fact that no distinction whatsoever was made by the Director General of Railroads in the settlement of said claims involving property loss, injury to person or wrongful death, and that each and all of said claims of the various classes were settled in the various areas upon the percentage agreed upon for such area, and that in all of the proceedings before Congress no distinction was made between the various classes of claims, and that all through such proceedings the records show that

24 Congress considered not only the loss of property, but the jury and death claims as well.

That plaintiff is advised and verily believes true that the Comptroller General requested the custodian of the records

of the Director General of Railroads that he furnish a certificate as to each and every claim, showing all of the facts necessary to an examination and audit of each of said claims, and states upon information and belief that the Comptroller General's records contain such certificate showing all of the facts essential to the examination, audit, and payment of such claims.

Deponent further states that he is informed and verily believes true that the only objection made to the payment of the claim of plaintiff by the Comptroller General was that Private Law 336, 74th Congress, did not cover claims for injury to person and for wrongful death, and that in no instance did the Comptroller General refuse to pay said claims on any other ground.

Further deponent saith not.

N. B. ARNOLD,
N. B. Arnold.

Subscribed and sworn to before me this 26 day of July 1940.

A. M. GOGINS,
A. M. Gogins,

Notary Public, St. Louis County, Minn.

My commission expires Sept. 6, 1946.

25 The District Court of the United States for the
 District of Columbia

Filed Oct. 10, 1940. Charles E. Stewart, Clerk.

Order of substitution

Upon consideration of the petition and motion filed herein by Plaintiff and it appearing to the Court that good cause has been shown, it is by the Court, this 10th day of October 1940,

Ordered, that Richard N. Elliott, the Acting Comptroller General of the United States, be and he hereby is substituted as party defendant in the place and stead of Fred H. Brown, Resigned.

BOLITHA J. LAWS,
Justice.

26 United States of America, General Accounting Office
 Civil 6625

Filed Oct. 30, 1940. Charles E. Stewart, Clerk.

Pursuant to the Act of June 10, 1921, 42 Stat. 24, I hereby certify that the annexed documents, numbered 11-1 to 11-39,

inc., are true copies of the official documents now on file in the General Accounting Office in the following case: Charles C. Jones.

In witness whereof, I have hereunto set my hand and caused the seal of the General Accounting Office to be affixed this 18th day of October, in the year 1940, at Washington.

R. N. ELLIOTT,
Acting Comptroller General of the United States.

27

CERTIFICATE OF SETTLEMENT

GENERAL ACCOUNTING OFFICE.

Washington, D. C., Jan. 11, 1936.

Certificate No. 0385546. Claim No. 0535733. Misc. (Space reserved for paying offices. Div. Bookkeeping and Warrants. Paid Jan. 23, 1936. Wt. No.—. *Warrants to issue as noted below: 12070, 12071.

CHARLES C. JONES,

1945 N. W. Flagler Terrace, Miami, Florida.

I certify there is due from the United States to the above-named claimant(s), payable from the appropriation(s) indicated, the sum of one thousand three hundred Dollars (1-300.00) on account of payment, pursuant to the provisions of Private Act No. 336, 74th Congress, approved August 27, 1935, of balance due claimant on account of loss suffered by fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918, being the difference between \$4,500.00 plus \$8,000.00, the amounts of losses as determined in accordance with the provisions of said act, and \$940.00 plus \$3,200.00, the amounts of such losses paid by the United States on June 19, 1922 and January 20, 1929, respectively, pursuant to judgments of the District Court, 11th Judicial District, County of St. Louis Minnesota, dated respectively, June 10, 1922 and January 12, 1926, less \$2,150.00 the amount paid claimant by Fire

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(See reverse side)

insurance Companies on account of losses, less \$110.00, allowance of which, is suspended for reasons hereinafter noted, less \$4,800.00 which is herewith disallowed.

OX834, Relief of Claimants who suffered Loss by Fire in Minnesota during October 1918.

Warrants to issue:

* Charles C. Jones, 1945 N. W. Flagler Terrace, Miami, Florida, \$1,170.00.

* Charles C. Jones, % N. B. Arnold, Theo. Hollister, et al., Attorneys. Providence Building. Duluth, Minnesota. \$130.00.
Issue warrant(s) and send check(s) to claimant(s).

To the Secretary of the Treasury (Division of Bookkeeping and warrants).

Posted Jan. 13, 1936. General Accounting Office. Division of Bookkeeping and Warrants. Received Jan. 22, 1936. (Space reserved for paying offices.) G. Jan. 25 1936. Treasurer U. S.

J. R. McCARL,
Comptroller General of the United States.

By J. H. ROE.

G.

Claim for \$110.00 representing the value of War Savings Stamps alleged to have been lost as a result of the above described fire, is suspended from payment pending the receipt of advice whether said amount was included in the total loss as adjusted by the United States Railroad Administrator.

\$4,800.00 of the amount claimed is disallowed for the reason the act of August 27, 1935, Private Act No. 336, 74th Congress, provides for payment to those claimants the amount of whose loss on account of fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918, has been determined by court proceedings or by the Director General of the Railroads, the difference between the amount of such loss so determined and the amount actually paid by the United States to such claimant, less any amount paid to such claimants by any fire insurance company on account of said fire.

The term "loss" used in the statute cited is not applicable under the context of said statute to claims arising from personal injuries (or death from wrongful act). Also, such personal injury (or death by wrongful act) claim is not covered by a fire insurance policy. Accordingly, it must be held the statute refers exclusively to property losses.

GENERAL ACCOUNTING OFFICE,

CLAIMS DIVISION,

(Date of Statement) 12-31-35.

Misc. (Department or establishment). Civil —. Service —. Transportation —. Claim. Claim No. 0535733. Certificate No. 0385546. Jan. 11, 1936 (Date of Certificate).

To Bookkeeping Division:

We certify that we have examined the claim(s) of Charles C. Jones against the United States for payment, pursuant to the provisions of Private Act No. 336, 74th Congress, approved August 27, 1935, of balance due claimant on account of loss suffered by fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918, being the difference between \$4,500.00 plus \$8,000.00, the amounts of losses as determined in accordance with the provisions of said act, and \$940.00 plus \$3,200.00, the amounts of such losses paid by the United States on June 19, 1922 and January 20, 1929, respectively, pursuant to judgments of the District Court, 11th Judicial District, County of St. Louis, Minnesota, dated, respectively, June 10, 1922 and January 12, 1926, less \$2,150.00, the

(over) (RRA File Nos. P-92-8622 & P-82-2419)

and find that there is due the above-named claimant(s) the sum of One thousand three hundred Dollars and No cents (\$1,300.00) payable from the following appropriation(s):

OX834, Relief of claimants who suffered Loss by Fire in Minnesota during October 1918.

Let two warrants issue as follows:

Charles C. Jones, 1945 N. W. Flagler Terrace, Miami, Florida, \$1,170.00.

Charles C. Jones, % N. B. Arnold, Theo. Hollister et al., attys., Providence Building, Duluth, Minnesota, \$130.00.

Certificate(s), notices, and — checks should issue accordingly.

J. MALCOLM TURTON,
Claims Examiner.

Date: December 13, 1935.

Approved: Dec. 23, 1935 .

D. L. HALEMAN,
Claims Reviewer.

Notify Frank Yetka, Cox & Michaelson, at Cloquet, Minnesota.

Examiners will use black ink or typewriter and reviewers will indicate their changes in red ink.

30 amount paid claimant by Fire Insurance Companies on account of losses, less \$110.00, allowance of which is suspended for reasons hereinafter noted, less \$4,800.00 which is herewith disallowed.

Claim for \$110.00 representing the value of War Savings Stamps alleged to have been lost as a result of the above

described fire, is suspended from payment pending the receipt of advice whether said amount was included in the total loss as adjusted by the United States Railroad Administrator.

\$4,800.00 of the amount claimed is disallowed for the reason the act of August 27, 1935, Private, No. 336, 74th Congress, provides for payment to those claimants the amount of whose loss on account of fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918, has been determined by court proceedings or by the Director General of the Railroads, the difference between the amount of such loss so determined and the amount actually paid by the United States to such claimant, less any amount paid to such claimants by any fire-insurance company on account of said fire.

The term "loss" used in the statute cited is not applicable under the context of said statute to claims arising from personal injuries (or death from wrongful act). Also, such personal injury (or death by wrongful act) claim is not covered by a fire insurance policy. Accordingly, it must be held the statute refers exclusively to property losses.

31

UNITED STATES RAILROAD ADMINISTRATION

Henry Morgenthau, Jr., Director General of Railroads and Agent of the President. Wallace B. Robinson, Assistant Director General of Railroads. General Accounting Office. Received Dec. 2, 1935. Records Division. Washington, November 27, 1935. RRA file No. -P-92- 2419. GAO file No. Dev-0535733-MG. Letter dated November 5, 1935.

COMPTROLLER GENERAL OF THE UNITED STATES,

Claims Division, Washington, D. C.

SIR: I submit herewith administrative report and comment on claim filed by the following-named claimant for fire loss sustained in the State of Minnesota during October 1918, for which relief has been granted by Private Act No. 336 of August 27, 1935.

Name of present claimant, Jay H. Hoag, for attorneys for Charles C. Jones, c/o Lathers & Hoag.

Address, Providence Building, Duluth, Minn.

Record of Settlement by Director General

Plaintiff, Charles C. Jones vs. James C. Davis.

Court, District Court, 11th Judicial District, County of St. Louis, Minn.

Location of damaged property, Sec. 11-50-15, St. Louis County, Minn.

Amount of total loss claimed-----	\$10,000.00
Amount of total loss as adjusted-----	8,000.00
Amount of insurance paid by Insurance Co-----	None
Name of Insurance Co-----	None
Uninsured loss-----	8,000.00
Uninsured loss paid for account of plaintiff @ 40%-----	3,200.00
Insured loss paid for account of Insurance Co. @ —%-----	
Total of judgment-----	3,200.00

Record of Payment

Check No. 11079. Date June 19, 1922. Amount, \$3,200.00.
Payee Albert Baldwin, Special Counsel.

Voucher No. June 1922 DJ-281. Quarter ended June 30, 1922.

Paid from appropriation "Loans to Railroads, etc." (OX-962).

Accounts of Ralph Blaisdell. D. O. Symbol 92602.

Check paid by Treasurer U. S. July 1922.

32 P-92-2419. Dev-0535733-MG.

Supporting the settlement made by the Director General, I enclose the following documents:

Verified claim signed by plaintiff.

Copy of stipulation for judgment.

Letter from Albert Baldwin former Special Counsel showing basis of settlement.

Release signed by plaintiff.

Judgment was entered on June 10, 1922, and evidence of satisfaction is attached to voucher now in your possession.

This report covers one of two settlements made with this claimant, which are being reported on at this time.

Claimant is not indebted to the Director General.

Respectfully,

WALLACE B. ROBINSON,
Wallace B. Robinson,
Assistant Director General.

RCD:M

Encls.

P. S.—In addition to the above settlement, and additional settlement (P-92-8622) reported at this time, a further settlement was made with Charles C. Jones (P-92-2418). Administrative report on this latter settlement will be made as and when claim is filed.

33 U. S. Railroad Administration, Minnesota File Section,
Great Northern & Missabe Lines, Apr. 4, 1922. Claim
No. 3532.

Verified Claim against United States of America Railroad
Administration for Personal Injuries From Fires of October
12, 1918

(Does not include property damage or death)

To Be Filed in Duplicate

One original must be signed and sworn to before
Notary Public

Copy must be complete including all signatures

Name of claimant (print) Charles C. Jones.
(First name in full) (Initial) (Last name in full)
Address of claimant: 1915 W. Superior Street, Duluth,
(Street and number) (Post office)
Minnesota.
(State)

Residence of claimant October 12, 1918: 215 W. Winona St.,
(Give city, village, or Government subdivision)
Duluth, Minnesota.

Locality where injury sustained: NE $\frac{1}{4}$ of Section 11, Town-
(Give city, village, or Government subdivision)
ship 50, Range 15, St. Louis Co., Minn.

Federal statutes provide for fines up to \$10,000, or im-
prisonment up to ten years, for presenting any false voucher,
affidavit, account, or claim against the United States Govern-
ment, or any department thereof. These claims will be fully
investigated and violations of these statutes prosecuted.

INSTRUCTIONS

1. This claim must be filed in duplicate (original and exact
copy).

2. Every blank must be filled in and every question an-
swered. Use the words "None" or "No" where applicable, but
do not leave any matter unanswered.

3. Each attached sheet or exhibit *must be signed by the
claimant* and firmly attached inside these cover pages. Staple
or pin through left-hand margin in space indicated.

4. Figures given are to be total loss sustained by claimant,
not any percentage of the loss.

5. Use typewriter or ink in filling out claim; the use of type-
writer will facilitate checking and hasten adjustment; all
words and figures must be legible.

6. Claims not correctly made out will be returned without investigation, and subsequent claims received before corrected claim is received will be assigned earlier numbers and investigated first.

7. If insufficient space is provided for an entry, put additional matter together with any other facts affecting claim on blank sheets, sign same, and attach inside cover sheet.

34 I. Place, Time, and Manner Injuries Were Sustained

1. Give exact location where claimant was when injured or burned. Use recorded plat or Government subdivision description, so that location can be determined within one-quarter mile. If on road or right of way, give nearest intersecting sixteenth line: NE $\frac{1}{4}$ of Section 11, Township 50, Range 15, St. Louis County, Minnesota.

2. Give exact date and hour, as nearly as possible, when injuries were sustained. If uncertain as to hour, give best estimate: October 12, 1918, at about 7 o'clock P. M.

II. Nature and Extent of Injuries

1. Describe as fully as desired nature of personal injuries sustained by claimant at above time and place as direct result of fire of October 12, 1918. Insert additional sheets if desired: Head, body, hands, face, ears, and legs burned.

2. What visible evidences of such injuries now exist (scars or any objective symptoms)? One crippled finger. Scars remaining from all burns. Part of one ear off and stiffness of hands and deformation of finger nails.

3. How long after injuries were sustained until claimant was first examined or treated for such injuries by a doctor? If no such examination or treatment, write "None": About 7 $\frac{1}{2}$ hours.

4. How long after injuries were sustained until claimant was first placed in a hospital for treatment for such injuries? If no hospital treatment, write "None": About 7 $\frac{1}{2}$ hours.

5. Give names and addresses of all doctors or surgeons who at any time after the said fire attended, treated, or examined claimant for, or as a result of, said injuries. If none, so state. If name or address unknown, so state, but give any known information to identify. Give first and last dates (approximate) of attendance, treatment, or examination, and the amount paid by claimant for such services.

6. State in a general way, as fully as desired, any other work done by claimant during 1916, 1917, and 1918, not covered by employment for others, showing weekly income received, value of work done, etc.: None.

7. Was claimant afflicted with any injury, abnormality, weakness, or disease causing any disability prior to the fire? If none, so state. Otherwise give particulars: None.

8. Was claimant examined for military service under the Selective Service Law or regulations during World War? If not, so state. Otherwise give location of draft board, names of examining physicians, if known, and general result of examination. If exemption from military service was granted, or if assigned to limited or domestic military service, state reasons: Member of Co. B Minnesota Motor Corps. Registered under Selective Service Law September 12, 1918, at Local Board Division No. 4, Room A., Glencoe Annex, 232 W. 1st St., Duluth, Minnesota.

9. Was claimant examined for life insurance since 1910? If not, so state. Otherwise give name of company, approximate dates and places of all such examinations, and name of examining physician, if known: Examined for life insurance by Dr. Robert Graham, 315 New Jersey Bldg., Duluth, Aug. 30, 1919. Examined for life insurance by Dr. Robert Graham, 315 New Jersey Bldg., Duluth, Feb. 14, 1921.

10. What work has claimant done since 1918 fire? Give names and addresses of employers, dates employed by each, and wages earned. Give particulars, and amounts earned or received as to any other work done: Continuously employed by Oliver Iron Mining Co. since Apr. 25, 1909, to present date.

IV. Physician's Certificate

This certificate to be executed by a physician who has treated claimant since the fire for the injuries claimed, unless this is not possible to be secured. If certificate of such physician cannot be secured, state reasons for this here and have certificate executed by another physician:.....

Certificate

The undersigned, a physician duly licensed to practice medicine and surgery under the laws of Minnesota, hereby certifies that the answers to the questions given below are true and correct. I understand this document to be in support of a claim against the United States for the injuries referred to, and that

the same will be relied upon in determining the payment to be made on account thereof.

1. Give approximate dates of attendance and examination of claimant: Oct. 13 to Dec. 30, 1918.

2. Describe briefly injuries sustained by claimant as result of fire as found by you: Severe burns face, head, both hands, buttocks and thighs, both legs below knees. High grade shock and toxemia.

3. What objective symptoms of these injuries still exist? Some loss of tissue and ear. Partial loss of motion of fingers.

4. What disability has resulted from these injuries? Describe briefly: Partial loss of motion of fingers.

5. Will any permanent disability result? If so, describe: Stiffness of fingers. Possible impairment of kidneys.

6. What, if any, change in condition of claimant is probable in future? None.

A. L. McDONALD, M. D.

(Signature of doctor)

36

V. Amount Claimed as Damages

Claimant hereby represents and claims damages by reason of said personal injuries sustained as a result of said fire as follows:

1. Pain and suffering-----	\$4,320.10
2. Disfigurement (if any)-----	5,000.00
3. Decreased earning capacity-----	-----
4. Medical expense-----	679.90
Total claim-----	\$10,000.00

No amount is included in above for purely nervous injuries or other injuries of which there are now no objective symptoms.

If damages for disfigurement to face or hands are claimed, attach photograph of claimant showing same taken since January 1, 1921.

If decreased earning capacity is claimed, show how amount is arrived at, whether permanent or temporary; what the difference in wages or income on account of injuries has been, and how injuries affect earning capacity:

If any medical expense not heretofore itemized is claimed, give names of persons or firms paid, and amount to each: Nurses—Miss Anderson \$160.00, Miss Berg \$170.00, Miss Lind \$80.00, Mrs. Covert \$40.00, Miss Davis \$45.00, Mrs. Dodge \$15.00, Miss Eunice Smith \$30.00, Miss Forbes \$10.00.

VI. Verifications

Claimant's Affidavit

STATE OF MINNESOTA,

County of St. Louis, ss:

Charles C. Jones, being first duly sworn, on oath says:

1. That he is the claimant above named.

2. That affiant has read or heard read the foregoing claim consisting of this cover sheet (4 pages) and one additional sheets, each bearing the signature of claimant, and that the same is in all things true and correct.

3. That affiant hereby accepts the offer of the Director General of Railroads as announced in settlement of claims for personal injuries resulting from the fire of October 12, 1918, and will accept the percentages and terms thereof.

4. That nothing is claimed hereon for purely nervous injuries or shock or for other injuries of which there remains no scars or other objective symptoms, and that all of the injuries above described were caused directly by the fire of October 12, 1918.

5. That all doctors, surgeons, physicians, nurses, hospital authorities, insurance companies, or their agents, or any other persons having knowledge, whether confidential, professional, privileged, or otherwise, as to the physical condition of claimant at any time, or said injuries, are hereby authorized and requested to answer any inquiries made by, and furnish any information in regard thereto requested by, the said Director General or his agents, attorneys, or investigators.

CHARLES C. JONES.

Signature of Claimant.

Subscribed and sworn to before me this 31 day of March, 1922.

HUGH J. McCLEARN,

*Notary Public, St. Louis Co., Minnesota.**My Commission Expires Sept. 2, 1924.*

Interpreter's Oath

Does claimant read and understand English thoroughly?
 If answer is "No," oath below must be executed.

STATE OF MINNESOTA,

County of, ss:

....., being first duly sworn,
 on oath says that he understands, speaks, and reads both the

English and language; that before the foregoing verification was signed by the above-named claimant he read over and interpreted the same and the oath administered therewith to said claimant, and read over and interpreted to him all the various figures, questions, items, and statements in the foregoing claim, all in said last-named language, with which said claimant is familiar; that affiant believes that when said claimant took said oath he understood and was familiar with all the contents of said claim and verification.

.....
 (Signature of Interpreter.)
 Subscribed and sworn to before me this day of
, 192...

Guardianship

If claimant is a minor or under guardianship or legal disability for any reason, attach copy of letters of guardianship to original claim and execute following:

STATE OF MINNESOTA,

County of, ss:

....., being duly sworn, on oath says that he is the duly appointed guardian of the above-named claimant; that a true copy of his letters of guardianship from the Probate Court for County, Minnesota, dated, 19...., is attached to the original of this claim; that he has read the foregoing claim and that the same is true to the best of his knowledge; that, for his said ward, he accepts the offer of settlement heretofore announced by the Director General.

.....
 Subscribed and sworn to before me this day of
, 192...

At the time I left the hospital on December 11th, 1918, I could not walk without assistance and used a cane for the next six months. Some of the burned places on my legs and hands were not healed for eight months thereafter and I had to have dressings changed twice a day for about four months after leaving the hospital. I gradually gained weight

but it took about one year to get back to normal weight, but about two years to get back my usual strength. During the six months after I left the hospital I walked with difficulty and suffered constant pain in my legs and ankles and if I stood on my feet several hours a day my ankles would swell twice their natural size. This condition prevailed until October 1921.

I was totally incapacitated from October 12, 1918, to May 1, 1919. My eyes seem to have been injured to some extent and I was obliged to wear glasses immediately after leaving the hospital. I had never worn glasses before.

The cords and flesh of my hands and fingers are drawn so that I cannot completely close either of them. My left index finger is permanently stiffened as a result of being burned.

On leaving the hospital I could not straighten either leg. The right leg straightened in about four months, but the left leg being burned deeper did not straighten completely for about one year. I was not discharged from the hospital on December 11th as cured or healed but I refused to stay any longer and left for Miami, Florida, where my expense, including transportation was about \$500.00 per month until May 1st, 1919.

Have also had some kidney trouble due to the burning and have been attended to by Dr. C. W. Taylor, New Jersey Building.

CHARLES C. JONES.

38 3947.

District Court, Eleventh Judicial District

CHARLES JONES, PLAINTIFF

vs.

JAMES C. DAVIS AS AGENT OF THE PRESIDENT UNDER THE
TRANSPORTATION ACT, SUBSTITUTED FOR DULUTH, MISSABE
& NORTHERN RAILWAY COMPANY, DIRECTOR GENERAL OF
RAILROADS, DEFENDANTS

STIPULATION FOR JUDGMENT

STATE OF MINNESOTA,

County of St. Louis, ss.:

It is hereby stipulated between the parties to the above entitled action and James C. Davis, as agent of the President under The Transportation Act:

1. That said James C. Davis, as agent aforesaid, shall be substituted as, and shall be and remain, the sole defendant

in said action, all other defendants being hereby dismissed therefrom.

2. That the actual property loss involved in the above action, and for which no insurance has been paid, has been settled and agreed upon; that the following table sets forth said uninsured loss and also the amounts paid by, and the names of, the insurers of said property who join herein, and the amount at which said loss and insurance are hereby compromised:

Name	Loss or insurance	Compromise (amount)
Plaintiff's loss in excess of all insurance paid.....	\$8,000.00	\$3,200.00
No insurance.....		
Total judgment to be entered.....		3,200.00

3. That judgment be forthwith entered in the above action for the amount last above stated, in favor of plaintiff and against said sole defendant, without interest, costs, or other charges.

4. No part of said judgment shall be required to be paid until there shall be delivered to the said sole defendant, or his attorneys of record, written releases of all liability by reason of such losses and payments, signed by plaintiff personally and by all said insurers by duly authorized agents. If said releases be not furnished within thirty (30) days after written notice to the attorneys for plaintiff, that defendant is ready to pay the same, the same shall be vacated and set aside, and the undersigned attorneys will stipulate for such vacation.

39 5. Plaintiff shall cause said judgment to be entered forthwith and the same shall be satisfied upon the payment of the face thereof without interest, costs, disbursements or other charge, provided that if said judgment be not paid within thirty (30) days after tender to defendant or his attorneys of record of the said releases duly signed, the same shall thereafter bear interest at six per cent (6%).

6. Said judgment and recovery shall be in full compromise, satisfaction and settlement for all loss and all claims by subrogation or otherwise involved in said action or accruing to plaintiff, or the above named insurers through plaintiff, as a result of the October, 1918, fire, either against said sole defendant or said railway companies, except only that said judgment and recovery and said action shall not be deemed to include and the complaint in said action is hereby amended to exclude, any claim for that portion of the plaintiff's loss covered by in-

surance, in the amounts hereafter set forth, heretofore paid to plaintiff by the following named insurers:

Insurer, none.

Amount paid, none.

DODGE & BLACKLOCK & HUGH J. McCLEARN,
Attorneys for Plaintiff.

BALDWIN, BALDWIN, HOLMES & MAYALL,
By JOHN C. DWAN,

*Attorneys for defendants and James C. Davis,
as Agent of the President under The Transportation Act.
Attorneys for Interveners.*

.....
(If no actual intervention disregard this space)

This stipulation and order to be ineffective until complaint in above action is filed with the clerk.

ORDER

Let judgment be entered forthwith as provided in the foregoing stipulation, reciting that it is rendered pursuant thereto.

Dated 19.....

By the court:

.....
District Judge.

40 UNITED STATES RAILROAD ADMINISTRATION,

Minnesota Fire Section,

Duluth, Minn., June 12th, 1922.

Counsel of Law, June 14, 1922.

Mr. A. A. McLAUGHLIN,

General Solicitor,

*United States Railroad Administration, Washington,
D. C.*

DEAR SIR: We enclose herewith original and two carbons of voucher for the satisfaction of judgment against James C. Davis, as agent of the President under the Transportation Act, certified copy of which judgment is also enclosed. For your information, we beg leave to report the following information in regard to this case.

Voucher Number 2042.

Our Claim Number 3532.

Name of Claimant, Charles Jones.

Location where loss sustained NE¼ of Sec. 11-50-15, St. Louis County, Minnesota.

Amount of total loss claimed	\$10,000.00
Amount of total loss as adjusted	\$8,000.00
Amount of Insurance	none
Uninsured Loss	\$8,000.00
Uninsured Loss paid at 40%	\$3,200.00
Insured Loss paid at —%	
Total of Judgment	\$3,200.00
Insured Loss not included in adjustment	

This judgment is vouchered as not bearing interest. By stipulation it will bear interest at 6% if not paid within 30 days after releases are tendered to us.

Very respectfully yours,

ALBERT BALDWIN,
Special Counsel,
Minnesota Fire Section.

41

District Court, 11th Judicial District

CHARLES C. JONES, PLAINTIFF

vs.

JAMES C. DAVIS, AS AGENT OF THE PRESIDENT UNDER THE
TRANSPORTATION ACT (SUBSTITUTED FOR MINNEAPOLIS, ST.
PAUL & SAULT STE. MARIE RAILWAY COMPANY), DEFENDANT

RELEASE

STATE OF MINNESOTA.

County of St. Louis, ss:

In consideration of the payment and satisfaction of the judgment heretofore entered in the above entitled action, each of the undersigned hereby releases and discharges the above named James C. Davis, as agent of the President, and the Minneapolis, St Paul & Sault Ste. Marie Railway Company from all liability to the undersigned or any of them by reason of all claims and losses involved in said action and judgment, or according to plaintiff or any of the undersigned through plaintiff, by subrogation or otherwise, as a result of fire in October 1918.

The attorneys of record for plaintiff are authorized to satisfy said judgment of record.

This release and said payment do not include or affect any rights by subrogation or otherwise of the following named insurers by reason of payments in the amounts hereafter stated heretofore made to plaintiff by reason of such loss.

Insurer

Amount

CHARLES C. JONES,
Plaintiff in Person.

The undersigned, one of the attorneys of record for plaintiff, certifies that the signature of plaintiff hereon is genuine and that plaintiff understood the effect of this release.

HUGH J. McCLEARN,
Attorney at Law.

42 United States Railroad Administration

Henry Morgenthau, Jr., Director General of Railroads and Agent of the President. Wallace B. Robinson, Assistant Director General of Railroads. General Accounting Office. Received Dec. 2, 1935. Records Division. Washington November 27, 1935. RRA file No. -P-92-8622. GAO file No. Dev-0535733-MG. Letter dated November 5, 1935.

COMPTROLLER GENERAL OF THE UNITED STATES,
Claims Division, Washington, D. C.

SIR: I submit herewith administrative report and comment on claim filed by the following-named claimant for fire loss sustained in the State of Minnesota during October 1918, for which relief has been granted by Private Act No. 336 of August 27, 1935.

Name of present claimant Jay H. Hoag, for attorneys for Charles C. Jones, c/o Lathers & Hoag.

Address Providence Building, Duluth, Minn.

Record of Settlement by Director General

Plaintiff Charles C. Jones vs. James C. Davis.

Court District Court, 11th Judicial District, County of St. Louis, Minn.

Location of damaged property Lots 5, 16, 17, 18, 19, 20, 21, & 22, Block 8, Colman's addition to Duluth, Minn.

Amount of total loss claimed	\$9,464.00
Amount of total loss as adjusted	4,500.00
Amount of insurance paid by Insurance Co.	2,150.00
Name of Insurance Co. (Listed on stipulation of judgment.)	
Uninsured loss	2,350.00
Uninsured loss paid for account of plaintiff @ 40%	940.00
Insured loss paid for account of Insurance Co. @ 20%	430.00
Total of judgment	\$1,370.00

Record of Payment

Check No. 1569. Date January 20, 1926. Amount, \$1,370.00.

Payee Albert Baldwin, Special Counsel.

Voucher No. January 1926 DJ-73. Quarter ended March 31, 1926.

Paid from appropriation "Loans to Railroads, etc." (OX-962).

Accounts of C. L. Stryker. D. O. Symbol 92635.

Check paid by Treasurer U. S., February 1926.

43 Supporting the settlement made by the Director General, I enclose the following documents:

Verified claim signed by plaintiff.

Copy of stipulation for judgment.

Letter from Albert Baldwin, former Special Counsel showing basis of settlement.

Release signed by plaintiff.

Releases signed by Insurance Companies.

Judgment was entered on January 12, 1926 and evidence of satisfaction is attached to voucher now in your possession.

It is noted that the amount of insurance paid claimant, as well as the names of the insurance companies, is omitted from the verified claim. Releases of insurance companies, however, according to the stipulation for judgment, are enclosed. In addition to the release signed on behalf of Wheeling Fire Insurance Company by an Attorney-in-Fact, a separate release is also enclosed signed by the President of said company. The "United States Lloyds, Inc." was succeeded, by merger, by the "United States Merchants and Shippers Insurance Company" in which name release is executed by Appleton & Cox, Inc., its Attorney-in-Fact.

This report covers one of two settlements made with this claimant, which are being reported on at this time.

Claimant is not indebted to the Director General.

Respectfully,

WALLACE B. ROBINSON,
Wallace B. Robinson,
Assistant Director General.

RCD: M

Encls.

P. S.—In addition to the above settlement, and other settlement (P-92-2419), being reported on at this time, a further settlement was made with Charles C. Jones (P-92-2418). Administrative report on this latter settlement will be made as and when claim is filed.

44 Do not fill in. Claim No. 6279.

.....
 (Name of Claimant)

 (Location of Property)

 (Railroads Involved)

VERIFIED CLAIM AGAINST UNITED STATES OF AMERICA RAILROAD
 ADMINISTRATION FOR PROPERTY DAMAGE FROM FIRES OF
 OCTOBER 12, 1918

(Does not include personal injury or death)

To be made out in duplicate

One original must be signed and sworn to before Notary Public.
 Copy must be complete, including all signatures.

Name of claimant (print) Charles C. Jones
 (First name in full) (Initial) (Last name in full)
 Address of claimant 1509 Southwest First St., Miami,
 (Street and number) (Post office)

Florida.
 (State)

Locality where damage sustained Lots 5, 16, 17, 18, 19, 20,
 (Give city, village, or Government subdivision)
 21, 22 Blk. 8 Colman's addition to Duluth.

Total damage sustained:

Real estate.....	\$.....
Personal property.....	9,464.00
Total loss.....	9,464.00

These claims will be carefully investigated and if exaggeration or fraud is found offenders will be reported to United States Department of Justice under the following Federal statutes:

Section 5438, U. S. Revised Statutes, amended October 23, 1918:

"Whoever shall make or cause to be made or present or cause to be presented, for payment or approval, to or by any person or officer in the civil, military, or naval service of the United States, or any department thereof * * * any claim upon or against the Government of the United States, or any department or officer thereof * * * knowing such claim to be false, fictitious, or fraudulent; or whoever, for the purpose of obtaining or aiding to obtain the payment or approval of such claim, or for the purpose and with the intent of cheating and swindling or defrauding the Government of

the United States, or any department thereof, shall * * * make or cause to be made any false or fraudulent statements or representations, or make or use or cause to be made or used, any false * * * voucher account, claim, certificate, affidavit, or deposition, knowing the same to contain any fraudulent or fictitious statement or entry; * * * shall be fined not more than \$10,000.00 or imprisoned not more than ten years, or both."

Sections 3490, 3491, and 3493, United States Revised Statutes, provide in addition that any person violating any part of the above statute shall forfeit two thousand dollars and that any citizen knowing of the fraud may start proceedings to recover this amount and shall be entitled to receive and keep one thousand dollars of this sum.

See fol. 6245.

Instructions

1. This claim must be filed in duplicate (original and one exact copy).

2. Every blank must be filled in and every question answered. Use the words "None" or "No" where applicable, but do not leave any matter unanswered.

3. Each attached sheet must be signed by the claimant and firmly attached inside these cover pages. Staple or pin through left-hand margin in space indicated.

4. Figures given are to be total loss sustained by claimant; not any percentage of the loss.

5. Use typewriter or ink in filling out claim; the use of typewriter will facilitate checking and hasten adjustments; all words and figures must be legible.

6. Claims not correctly made out will be returned without investigation, and subsequent claims received before corrected claim is received will be assigned earlier numbers and investigated first.

7. Personal property schedules.—If any property described was situated elsewhere than at the residence or place of business of claimant, give location and brief description of such property on blank sheet of paper, signed by claimant, and attached like other schedules. On articles produced or manufactured by claimant, such as grain, cordwood, etc., disregard columns calling for cost and date when new. On all other articles worth \$10 or more, cost and date when new must be stated, accurately if known; if not known, give as close estimate as possible. Small articles, such as silverware, table linen, small-clothing items, etc., may be grouped with quantity in-

icated, and cost and year purchased approximated. Where such groups amount to more than \$15 they must be so itemized as to permit estimate of value by investigators.

8. If insufficient space is provided for any entry, put additional matter together with any other facts affecting claim on blank sheets, sign same, and attach inside cover sheet.

Further Investigation

Agents of the United States Railroad Administration will make further investigation of the claims made herein. Claimant, by filing this claim, agrees, upon request, to answer fully, truthfully, and correctly such further questions and furnish such other information in regard to such matters as he may be able to do. Failure to comply fully with such requests will absolutely prevent adjustment until compliance.

46 SCHEDULE OF PERSONAL PROPERTY LOSS

Includes All Property Loss Except to Buildings, Standing Timber, and Land

See Instructions No. 7. Use as Many of These Sheets as Necessary

[SAMPLE ENTRIES]

Number or quantity	Kind and description	Cost price when new	Year when new	October 1918 value	Dam- age by fire	Do not fill out (to be used by investigators)
1	Piano, upright, Knabe.....	\$300.00	1916	\$150.00	\$150.00	
10 bu.	Oats.....			5.00	5.00	
2 doz.	Tablespoons.....	6.00	1910	2.00	2.00	

Above is sample only. Start your list below.

8	Rocking chairs.....	183.00	1906	97.00	97.00	
12	Dining room chairs.....	180.00	"	90.00	90.00	
5	odd chairs.....	50.00	1914	22.50	22.50	
1	desk.....	9.00	"	4.50	4.50	
1	".....	35.00	"	18.00	18.00	
1	".....	28.00	1906	14.00	14.00	
1	".....	20.00	1914	10.00	10.00	
1	Library table.....	40.00	1906	18.00	18.00	
1	Mahogany ".....	30.00	"	15.00	15.00	
1	Willow ".....	15.00	1914	6.00	6.00	
1	Mission ".....	30.00	1895	12.00	12.00	
1	Porch swing.....	20.00	1916	15.00	15.00	
1	Dining room table.....	52.00	1906	26.50	26.50	
1	Small antique table.....	45.00		15.00	15.00	
1	Large oak antique ".....	35.00		18.00	18.00	
4	Iron Beds.....	96.00	1906	48.00	48.00	
1	Mission Bed.....	50.00	1914	27.50	27.50	
1	Sanitary couch & mattress.....	28.00	"	13.50	13.50	
4	Hair mattresses.....	120.00	1906	60.00	60.00	
1	Felt ".....	18.00	1914	9.00	9.00	
4	Box Springs.....	80.00	1906	48.00	48.00	

Number or quantity	Kind and description	Cost price when new	Year when new	October 1918 value	Damage by fire	Do not fill out (to be used by investigators)
1	Regular Spring	15.00	1914	7.50	7.50	
1	Cot and mattress	10.00	1916	5.00	5.00	
1	Khiva rug	165.00	"	82.50	82.50	
1	Small Oriental rug	70.00	"	35.00	35.00	
1	"	40.00	"	25.00	25.00	
1	Domestic brown rug	18.00	1914	12.00	12.00	
Total "Damage by fire" (this page)					\$753.50	
47	Blue rug	30.00	1914	15.00	15.00	
1	Axminster rug	32.00	"	16.00	16.00	
1	Brussels	50.00	"	25.00	25.00	
1	Small bathroom rugs	10.00	"	8.00	8.00	
1	Mahogany dresser	57.00	1906	28.50	28.50	
1	" Chiffonier			32.50	32.50	
1	small oak dresser	18.00	1914	9.50	9.50	
1	Oak Princess dresser	36.00	"	18.00	18.00	
1	Oak Chiffonier	25.00	1900	12.00	12.00	
1	Oak chest	40.00		20.00	20.00	
2	White dressers	60.00	1906	30.00	30.00	
3	mirrors	60.00	"	25.00	25.00	
1	Davenport	145.00	"	72.50	72.50	
1	Piano	558.00	"	558.00	558.00	
1	Gagliano Cello & case	385.00	1918	385.00	385.00	
1	Ordinary " " "	125.00	"	65.00	65.00	
1	Drum	15.00	"	7.50	7.50	
1	Trombone & leather case	68.00	"	68.00	68.00	
2	Music stands and cases			8.00	8.00	
1	Phonograph	35.00	1917	25.00	25.00	
1	Records	25.00	1918	15.00	15.00	
1	Collection of sheet music	300.00		200.00	200.00	
1	Drum sticks	2.00	1918	2.00	2.00	
1	Accordion	25.00	"	25.00	25.00	
1	Books	800.00		500.00	500.00	
1	Pictures	600.00		400.00	400.00	
1	Electric lamps	75.00	1914	35.00	35.00	
1	Electric heater	9.00	1918	9.00	9.00	
2	" irons	10.00	1917	7.00	7.00	
1	Vacuum cleaner	37.50	1918	37.50	37.50	
1	Washing machine	90.00	1918	90.00	90.00	
1	Toaster	4.50	1917	2.50	2.50	
Total "Damage by Fire" (this sheet)					\$3,505.00	

CHARLES C. JONES
Claimant sign here.

Every sheet must be signed.

48	Curtains	100.00	1914	75.00	75.00	
1	Bedding, pillows, blankets, etc	350.00	1906	195.00	195.00	
1	set dishes	40.00	1914	25.00	25.00	
1	set Haviland	75.00		75.00	75.00	
1	cut glass vase	14.00	1914	7.00	7.00	
1	" " "	9.00	1906	4.50	4.50	
1	" " "	16.00	1910	8.00	8.00	
1	" " "	4.00	1914	2.00	2.00	
1	Bowl	16.00	1916	8.00	8.00	
1	"	8.00	"	6.00	6.00	
1	"	14.00	1917	5.00	5.00	
1	"	10.00	"	7.00	7.00	
1	"	8.00	1918	4.00	4.00	
1	"	6.00	1914	3.00	3.00	
1	"	3.50	"	2.50	2.50	
1	"	4.00	"	2.50	2.50	
18	water glasses	12.00	1917	9.00	9.00	
12	Tall champagne glasses	6.00	"	4.00	4.00	
1	Japanese bowl	4.00	"	3.00	3.00	
1	" small	2.50	1914	1.50	1.50	
1	Hand painted plates	20.00	"	10.00	10.00	
1	China bowls	8.50	1916	5.00	5.00	

Number or quantity	Kind and description	Cost price when new	Year when new	October 1918 value	Damage by fire	Do not fill out (to be used by investigators)
	cups and saucers	18.00	1916	10.00	10.00	
	Sugar bowls & creamers	25.00	1918	15.00	15.00	
	Mahogany tray	18.00	1917	15.00	15.00	
1	Coffee pot	5.00	1917	2.50	2.50	
1	" " (aluminum)	1.75	"	1.25	1.25	
Total "Damage by fire" (this page)					\$505.75	
49	Pancake griddle	2.00	1918	2.00	2.00	
1	Waffle Iron	4.00	"	4.00	4.00	
1	Pyrex baking dish	2.00	"	2.00	2.00	
	Misc. Kitchen dishes	15.00		15.00	15.00	
1	Ice box	30.00	1906	15.00	15.00	
1	Garden hose	18.00	1918	18.00	18.00	
1	Lawn mower	5.00	1914	3.50	3.50	
1	Wheel barrow	5.00	1918	5.00	5.00	
	Garden tools	10.00	1914	5.00	5.00	
200	pts. canned vegetables	70.00	1918	70.00	70.00	
350	glasses Jelly & Jam	70.00	"	70.00	70.00	
	Groceries & supplies	25.00	"	25.00	25.00	
3	Gas stoves	60.00	1914	30.00	30.00	
1	Coal heater	30.00	"	16.00	16.00	
1	Rifle	45.00	1905	35.00	35.00	
1	6-Shooter	20.00	1902	20.00	20.00	
1	Revolver	10.00	1900	5.00	5.00	
1	China Candlesticks	4.50	1917	4.50	4.50	
1	pr. "Hallmark" "	25.00	"	15.00	15.00	
1	" China candlesticks	2.00	1914	1.00	1.00	
3	Brass vases	3.75	"	3.25	3.25	
1	Safety razor	5.00	1918	5.00	5.00	
	Brushes, etc.	3.00	"	3.00	3.00	
	Soap, paper, etc.	3.00	"	3.00	3.00	
	Overcoats	125.00	1917	75.00	75.00	
5	Men's suits	325.00	{ 1917 1918 }	250.00	250.00	
1	Bath robe	12.00	1916	8.00	8.00	
2	Dress suits	150.00	"	100.00	100.00	
1	Fur cap (genuine seal)	40.00	1917	32.00	32.00	
1	pr. Otter gloves	24.00	1905	18.00	18.00	
	pumps, slippers, boots, high shoes, etc.	60.00	{ 1917 1918 }	40.00	40.00	
Total "damage by fire" (this sheet)					\$1,404.00	

Every sheet must be signed. Claimant sign here.

CHARLES C. JONES.

50	1	Boy's Suit	30.00	1918	30.00	30.00	
	1	Boy's Suit	25.00	"	25.00	25.00	
	1	Boy's Suit	25.00	"	25.00	25.00	
	1	Boy's Dress Suit	50.00	"	50.00	50.00	
	1	Boy's Tuxedo coat	15.00	1917	15.00	15.00	
	1	Boy's Bath Robe	10.00	1918	7.00	7.00	
		Wool socks	10.00	"	10.00	10.00	
	1	Pr. Boy's Boots	6.00	1917	6.00	6.00	
	1	Trunk	20.00	1914	20.00	15.00	
	1	Diamond pin	15.00	1918	15.00	15.00	
	1	Opal pin	4.00	"	4.00	4.00	
		Shirts	12.00	"	6.00	6.00	
		Underwear	15.00	"	10.00	10.00	
	1	Pr. Boy's pumps	6.00	1917	4.00	4.00	
	1	Culver Uniform	68.00	"	68.00	68.00	
	1	Civilian's suit	25.00	1918	25.00	25.00	
		Caps	10.00	"	6.00	6.00	
		Shirts & Underwear	20.00	"	15.00	15.00	
		Boots	6.00	"	6.00	6.00	
		Socks	6.00	"	5.00	5.00	
	1	Boy's bathrobe	8.00	"	5.00	5.00	
		Boy's Suits	25.00	"	15.00	15.00	
	1	Boy's Bathrobe	6.00	"	5.00	5.00	
		Shoes	12.00	"	8.00	8.00	

Num- ber or quan- tity	Kind and description	Cost price when new	Year when new	October 1918 value	Dam- age by fire	Do not fill out (to be used by investigators)
	Socks	6.00	1918	5.00	5.00	
	Underwear & Pajamas	15.00	"	10.00	10.00	
	Total "Damage by fire" (this page)				395.00	

51	1	Boy's mackinaw	8.00	1918	7.00	7.00	
		Boy's caps	6.00	"	6.00	6.00	
		Belts, Boy's	2.00	"	2.00	2.00	
		Boy's Sweaters, socks, and Helmet (Knitted)	15.00	"	12.00	12.00	
		1 pr. Ladies pumps	8.00	"	8.00	8.00	
		1 pr. Ladies pumps	7.00	"	7.00	7.00	
		New silk hose	4.00	"	4.00	4.00	
	1	Ladies Kimona	27.50	"	27.50	27.50	
	1	Evening gown	60.00	"	40.00	40.00	
	1	Evening coat	35.00	"	27.50	27.50	
	1	Ladies Sport coat	45.00	"	45.00	45.00	
		Ladies underwear	50.00	"	35.00	35.00	
		Ladies sport shoes	6.00	"	6.00	6.00	
		Ladies street shoes	7.00	"	7.00	7.00	
		Ladies sweaters	15.00	"	15.00	15.00	
		Ladies gloves	18.00	"	8.00	8.00	
		Ladies Blouses	25.00	"	15.00	15.00	
	1	Japanese Pearl ring	25.00	"	15.00	15.00	
	1	Small Diamond ring	25.00	1895	25.00	25.00	
	1	Platinum pin	10.00	1918	10.00	10.00	
	1	Small Platinum chain	3.00	"	3.00	3.00	
	1	Gold ring with semi precious stones	15.00	1895	15.00	15.00	
	3	Baby rings	5.00	1900	4.00	4.00	
	1	Italian scarf pin	15.00	1908	10.00	10.00	
		Cuff Links & Button	8.00	1912	8.00	8.00	
	1	Gold pin with agate	6.00	1889	6.00	6.00	
	3	Watches	150.00	{1890} {1914}	50.00	50.00	
	1	Plain Gold ring	4.00	1894	4.00	4.00	
	1	Plain gold ring	3.00	"	3.00	3.00	
	1	Gold nugget	8.00	"	8.00	8.00	
	1	Turquoise pin	4.00	1898	2.00	2.00	

Claimant sign here.

Total "Damage by fire" (this sheet) \$831.00

CHARLES C. JONES

Every sheet must be signed.

52	1	Gold bracelet	6.00	1889	6.00	6.00	
	1	Engagement ring (Grand- mother's)	5.00		5.00	5.00	
		misc. pins, rings, etc	10.00		10.00	10.00	
		buttons, etc. in Vanity box	6.00	1918	6.00	6.00	
	1	Vanity Box	5.00	"	5.00	5.00	
		Spoons (Grandmother's)	50.00		25.00	25.00	
		Spoons (Mother's)	25.00		10.00	10.00	
		Sterling odd spoons	30.00		20.00	20.00	
		Sterling pie knife	6.00	1895	4.00	4.00	
		Plated silver	25.00	1906	25.00	25.00	
	3	Carving sets	20.00	"	15.00	15.00	
		War Saving Stamps	110.00	{1917} {1918}	110.00	110.00	
	1	Flag	12.00	1918	9.00	9.00	
	1	Service Flag	4.00	"	4.00	4.00	
		Tiffany light shades	37.00	1911	12.00	12.00	
		Canadian and American hand embroidered flags	6.00	1918	6.00	6.00	
		Andirons	7.00	1914	7.00	7.00	
	1	Sewing machine	58.00	1900	35.00	35.00	
	2	Card Tables	8.00	1914	4.00	4.00	
	2	Tall Grandfather's Clocks	140.00	1914	70.00	70.00	
	1	Spanish Leather Settee	70.00	1906	35.00	35.00	
	1	Antique Chair and Settee				75.00	

Number or Quantity	Kind and Description	Cost price when new	Year when new	October 1918 value	Damage by fire	Do not fill out (to be used by investigators)
	Baskets.....	15.00	1914	10.00	10.00	
	Tuco Pottery vases.....	5.00	1917	5.00	5.00	
	Table linen.....	100.00	{1914 1918}	50.00	50.00	
	Bed linen.....	60.00	{1916 1918}	35.00	35.00	
	Total "Damage by fire" (this page).....				598.00	
53	Towels, etc.....	30.00	{1917 1918}	20.00	20.00	
1	Muff.....	50.00	1916	40.00	40.00	
1	Scarf (sealskin).....	65.00	1917	45.00	45.00	
3	Thermos bottles & cases.....	12.75	1918	12.75	12.75	
2	Chest of tools.....	150.00	{1915 1918}	150.00	150.00	
1	Sideboard.....	65.00	1915	32.50	32.50	
1	Manual training table.....	15.00	1916	12.00	12.00	
1	Ukelele.....	12.00	1918	12.00	12.00	
1	Banjo.....	45.00	1893	30.00	30.00	
1	Blankets & Pillows.....	250.00	1918	250.00	250.00	
1	Old Violin.....	300.00		300.00	300.00	
1	Hamper.....	6.00	1916	5.00	5.00	
1	Clothes baskets.....	6.00	1916	3.00	3.00	
1	Washboiler (coffer).....	5.50	1918	5.50	5.50	
1	Washboard.....	1.00	"	1.00	1.00	
1	Turkey platter.....	3.50	"	3.50	3.50	
1	Percolater.....	11.00	1914	6.50	6.50	
1	Silver Coffee & Tea Set (Wedding present).....	70.00	1895	35.00	35.00	
1	Couch.....	35.00	1906	25.00	25.00	
1	Flower basket.....	4.00	1914	2.00	2.00	
	Embroidery and Irish crochet lace.....	50.00	1918	50.00	50.00	
	Bed Spreads.....	50.00	1914	25.00	25.00	
1	Travelling bag (walrus).....	45.00	1912	35.00	35.00	
1	Mission Book case.....	24.00	1914	18.00	18.00	
1	Tall mahogany piano lamp & shade.....	50.00	1914	25.00	25.00	
1	Lamp shade.....	10.00	1918	6.00	6.00	
	Tiffany light shades.....	15.00	1914	10.50	10.50	
1	White enamel tea pot (silver deposit).....	4.50	1918	4.50	4.50	
	Hair brushes, combs, etc.....	18.00	{1914 1918}	12.00	12.00	
2	Bicycles.....	80.00	{1916 1918}	50.00	50.00	
1	Oil heater.....	7.50	1918	7.50	7.50	
	Total "Damage by fire" (this sheet).....				\$1,842.25	

CHARLES C. JONES

Claimant sign here.

Every sheet must be signed.

54	1	Tall peonie vase.....	3.75	1918	3.75	3.75	
	1	Tall brown pottery vase.....	5.00	1906	2.50	2.50	
	1	Bohemian glass vase.....	5.00	"	3.50	3.50	
	2	Sets, sterling silver (child's).....	16.00	1914	16.00	16.00	
	1	1917 Paige Fairfield C#66052, with extra Tire M#66347.....	1,416.00	1917	1,416.00	1,416.00	
	24	Window shades.....	60.00	1912	60.00	60.00	
	1	Heating plant (Hot air).....	380.00	1916	380.00	380.00	
		Total "Damage by fire" (this page).....				\$1,881.75	

RELEASE OF SPOUSE

In consideration of the investigation, allowance, and settlement of the above claim with the above-named claimant, I, the undersigned spouse of said claimant, hereby release any claim on my part for any damage to any property above described and agree that payment to claimant of any amount agreed upon with him in settlement of this claim will release all my claim therefor.

LOLA JONES.

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VERIFICATION

STATE OF FLORIDA,

County of, ss:

Charles C. Jones, being first duly sworn, on oath says (that affiant is the claimant within named) (that affiant is the of the within-named corporation claimant) (that affiant is one of the copartners of the within-named partnership claimant); that affiant has heard read or read the whole of the forgoing verified claim against the United States, consisting of this cover sheet (4 pages) and additional sheets, each bearing the signature of affiant; that the same is in all things true and correct; that all the items of real and personal property therein described were owned by claimant as therein indicated and were destroyed or damaged by the fire of October 12, 1918, and that the values therein stated and the damages therein claimed are correct according to affiant's best judgment, information, and belief; that all of the answers to questions and the figures and facts therein contained and represented are correct; that claimant actually sustained at least the total amount of damage therein claimed as a direct result of said fire; that said claim is wholly unpaid; that the same has never been assigned; that the same is still the property of claimant; that the signature of claimant's spouse on the preceding page hereof is the genuine signature of said spouse, affixed after affiant had explained to said spouse the meaning thereof.

CHARLES C. JONES.

Subscribed and sworn to before me this 8th day of June 1925.

[SEAL]

MINNIE H. WILSON,

Notary Public, State of Florida-at-large.

My Commission Expires Nov. 22nd, 1927.

INTERPRETER'S OATH

Does claimant read and understand English thoroughly?
Yes.

If answer is "No," oath below must be executed.

STATE OF MINNESOTA,

County of, ss:

., being first duly sworn, on oath says that he understands, speaks, and reads both the English and language; that before the foregoing verification was signed by the above-named claimant he read over and interpreted the same and the oath administered therewith to said claimant, and read over and interpreted to him all the various figures, questions, items, and statements in the foregoing claim, all in said last-named language, with which, said claimant is familiar; that affiant believes that when said claimant took said oath he understood and was familiar with all the contents of said claim and verification.

.
(Signature of Interpreter)

Subscribed and sworn to before me this day of, 192..

.
Notary's stamp and seal must appear on each affidavit.

58 District Court, Eleventh Judicial District

STIPULATION FOR JUDGMENT

STATE OF MINNESOTA,

County of St. Louis, ss:

CHARLES C. JONES, PLAINTIFF

vs.

JAMES C. DAVIS, AS AGENT FOR THE PRESIDENT UNDER THE
"TRANSPORTATION ACT, 1920," DEFENDANT

It is hereby stipulated between the parties to the above entitled action and Andrew W. Mellon as agent of the President under The Transportation Act:

1. That said Andrew W. Mellon, as agent aforesaid, shall be substituted as, and shall be and remain, the sole defendant in said action, all other defendants being hereby dismissed therefrom.

2. That the actual property loss involved in the above action, and for which no insurance has been paid, has been settled and agreed upon; that the following table sets forth said uninsured loss and also the amounts paid by, and the names of, the insurers of said property who join herein, and the amount at which said loss and insurance are hereby compromised:

Name	Loss or insurance	Compromise (amount)
Plaintiff's loss in excess of all insurance paid.....	2,350.00	940.00
Wheeling Fire Insurance Company.....	1,500.00	300.00
United States Lloyds.....	650.00	130.00
Total judgment to be entered.....		\$1,370.00

3. That judgment be forthwith entered in the above action for the amount last above stated, in favor of plaintiff and against said sole defendant, without interest, costs or other charges.

4. No part of said judgment shall be required to be paid until there shall be delivered to the said sole defendant, or his attorneys of record, written releases of all liability by reason of such losses and payments, signed by plaintiff personally and by all said insurers by duly authorized agents. If said releases be not furnished within thirty (30) days after written notice to the attorneys for plaintiff, that defendant is ready to pay the same, the same shall be vacated and set aside, and the undersigned attorneys will stipulate for such vacation.

59 5. Plaintiff shall cause said judgment to be entered forthwith and the same shall be satisfied upon the payment of the face thereof without interest, costs, disbursements, or other charge, provided that if said judgment be not paid within thirty (30) days after tender to defendant or his attorneys of record of the said releases duly signed, the same shall thereafter bear interest at six percent (6%).

6. Said judgment and recovery shall be in full compromise, satisfaction, and settlement for all loss and all claims by subrogation or otherwise involved in said action or accruing to plaintiff, or the above-named insurers through plaintiff, as a result of the October 1918 fire, either against said sole defendant or said railway companies, except only that said judgment and recovery and said action shall not be deemed to include and the complaint in said action is hereby amended to exclude any claim for that portion of the plaintiff's loss covered by

insurance, in the amounts hereafter set forth, heretofore paid to plaintiff by the following named insurers:

Insurer, None. Amount Paid, None.

7. Judgment hereunder shall not be entered until complaint in said action is filed by the plaintiff with the Clerk of Court.

HUGH J. McCLEARN,

Attorney for Plaintiff.

BALDWIN, BALDWIN, HOLMES & MAYALL,

By ALBERT BALDWIN,

Attorneys for Andrew W. Mellon, as Agent of the President under The Transportation Act.

ORDER

Upon the filing of Complaint herein—

Let judgment be entered forthwith as provided in the foregoing stipulation, reciting that it is rendered pursuant thereto.

Dated 19...

By the Court:

.....
District Judge.

60 UNITED STATES RAILROAD ADMINISTRATION,

MINNESOTA FIRE SECTION,

Duluth, Minn., Jan. 13, 1926.

U. S. Railroad Administration, Division of Law. Jan. 16, 1926.

MR. A. A. McLAUGHLIN, *General Solicitor,*
United States Railroad Administration,
Washington, D. C.

DEAR SIR: We enclose herewith original and two carbons of voucher for the satisfaction of judgment against Andrew W. Mellon, as agent of the President under the Transportation Act, certified copy of which judgment is also enclosed. For your information, we beg leave to report the following information in regard to this case.

Voucher Number, 5909.

Our Claim Number, 6279.

Name of Claimant, Charles C. Jones.

Location where loss sustained, *Coleman's Addition to Duluth, Minnesota.*

Amount of total loss claimed, \$9,464.00.

Amount of total loss as adjusted, \$4,500.00.

Amount of Insurance, \$2,150.00.

Uninsured Loss, \$2,350.00.

Uninsured Loss paid at 40%, \$940.00. Insured Loss paid at 20%, \$430.00. Total of Judgment, \$1,370.00.

Insured Loss not included in adjustment, \$.....

This judgment is vouchered as not bearing interest. By stipulation it will bear interest at 6% if not paid within 30 days after releases are tendered to us.

Very respectfully yours,

ALBERT BALDWIN,
Special Counsel Minnesota Fire Section.

61 District Court, Eleventh Judicial District

CHARLES C. JONES, PLAINTIFF

vs.

ANDREW W. MELLON, AS AGENT OF THE PRESIDENT UNDER THE
TRANSPORTATION ACT, DEFENDANT

RELEASE

STATE OF MINNESOTA,

County of St. Louis, ss:

In consideration of the payment and satisfaction of the judgment heretofore entered in the above-entitled action, each of the undersigned hereby releases and discharges the above-named Andrew W. Mellon, as Agent of the President and any and all Railway Companies at any time under Federal Control, from all liability to the undersigned or any of them by reason of all claims and losses involved in said action and judgment, or accruing to plaintiff or any of the undersigned through plaintiff, by subrogation or otherwise, as a result of fire in October 1918.

The attorneys of record for plaintiff are authorized to satisfy said judgment of record.

This release and said payment do not include or affect any rights by subrogation or otherwise of the following named insurers by reason of payments in the amounts hereafter stated heretofore made to plaintiff by reason of such loss.

Insurer Amount.

CHARLES C. JONES,
Plaintiff in Person.

The undersigned, one of the attorneys of record for plaintiff, certifies that the signature of plaintiff hereon is genuine and that he understood the effect of this release.

HUGH J. McCLEARN,
Attorney at Law.

CHARLES C. JONES, PLAINTIFF

vs.

ANDREW W. MELLON, AS AGENT OF THE PRESIDENT UNDER
THE TRANSPORTATION ACT. SUBSTITUTED FOR GREAT
NORTHERN RAILWAY COMPANY, DULUTH MISSABE &
NORTHERN RAILWAY COMPANY, DIRECTOR GENERAL OF
RAILROADS, DEFENDANTS

Release

STATE OF MINNESOTA,

County of St. Louis, ss:

In consideration of the payment and satisfaction of the judgment heretofore entered in the above entitled action, each of the undersigned hereby releases and discharges the above named Andrew W. Mellon, as agent of the President, and said railway companies from all liability to the undersigned or any of them by reason of all claims and losses involved in said action and judgment, or accruing to plaintiff or any of the undersigned through plaintiff, by subrogation or otherwise, as a result of fire in October, 1918.

The attorneys of record for plaintiff are authorized to satisfy said judgment of record.

This release and said payment do not include or affect any rights by subrogation or otherwise of the following named insurers by reason of payments in the amounts hereafter stated heretofore made to plaintiff by reason of such loss.

Insurer Amount.....

PLAINTIFF IN PERSON,

WHEELING FIRE INSURANCE Co.,

By WM. F. STIFEL, *President.*

The undersigned, one of the attorneys of record for plaintiff, certifies that the signature of plaintiff hereon is genuine and that he understood the effect of this release.

Attorney at Law.

Attest:

O. E. STRAUCH,
Secretary.

62½

AUTO CLAIM

STATE OF NEW YORK,

County of New York, ss.:

On the 28th day of November 1925, before me came J. Floyd Johnston, to me known, who being by me duly sworn, deposes and says: that he resides at New York City, that he is vice-president of Appleton & Cox, Inc., attorney-in-fact for the United States Merchants & Shippers Insurance Company, the corporation described in and which executed the above instrument, and he duly acknowledged that he executed the same as vice-president of Appleton & Cox, Inc., attorney-in-fact for the United States Merchants & Shippers Insurance Company, successor by merger pursuant to Section 129 of the Insurance Law of the State of New York, to United States Lloyds, Inc.

[SEAL]

A. FRED SCHURY, JR.,

*Notary Public, Kings County No. 234,**Certificate filed in New York County No. 612.*

63

District Court, Eleventh Judicial District

CHARLES C. JONES, PLAINTIFF

vs.

ANDREW W. MELLON, AS AGENT OF THE PRESIDENT UNDER
THE TRANSPORTATION ACT, SUBSCRIBED FOR GREAT NORTH-
ERN RAILWAY COMPANY, DULUTH, MISSABE & NORTHERN
RAILWAY COMPANY AND DIRECTOR GENERAL OF RAILROADS,
DEFENDANTS

RELEASE

STATE OF MINNESOTA,

County of St. Louis, ss.:

In consideration of the payment and satisfaction of the judgment heretofore entered in the above entitled action, each of the undersigned hereby releases and discharges the above named Andrew W. Mellon, as agent of the President, and said railway companies from all liability to the undersigned or any of them by reason of all claims and losses involved in said action and judgment, or accruing to plaintiff or any of the undersigned through plaintiff, by subrogation or otherwise, as a result of fire in October, 1918.

The attorneys of record for plaintiff are authorized to satisfy said judgment of record.

WHEELING FIRE INSURANCE COMPANY,
ERNEST H. HILDE,

Attorney in fact for the above listed Insurance Companies.

District Court, Eleventh Judicial District

CHARLES C. JONES, PLAINTIFF

v.

JAMES C. DAVIS, AS AGENT OF THE PRESIDENT UNDER THE
TRANSPORTATION ACT, DEFENDANT

RELEASE

STATE OF MINNESOTA,

County of St. Louis, ss.

In consideration of the payment and satisfaction of the judgment heretofore entered in the above entitled action, each of the undersigned hereby releases and discharges the above named James C. Davis, as agent of the President, and said railway companies from all liability to the undersigned or any of them by reason of all claims and losses involved in said action and judgment, or accruing to plaintiff or any of the undersigned through plaintiff, by subrogation or otherwise, as a result of fire in October, 1918.

The attorneys of record for plaintiff are authorized to satisfy said judgment of record.

UNITED STATES MERCHANTS & SHIPPERS INSURANCE CO.

By APPLETON & COX, INC.,

Its Attorney in Fact.

By FLOYD JOHNSTON,

65 Government File No. 3532. In District Court, St.
Louis County, Minnesota, Charles C. Jones, Plaintiff,
vs. Director General of Railroads, Defendant.

In re Application of Claimant herein for Payment of Minnesota Forest Fire Loss of October, 1918, under Act of Congress Providing Therefor, Private Law No. 336, 74th Congress.

*To the Honorable,**The Comptroller General of the United States,
Washington, D. C.*

Charles C. Jones, hereinafter called the "Claimant," hereby makes claim to the Comptroller General of the United States under the provisions of an Act of Congress entitled "An Act for the Relief of Certain Claimants who Suffered Loss by Fire in the State of Minnesota, during October, 1918," and now known as Private Law No. 336, 74th Congress, approved

August 27th, 1935, for the payment of \$4,800.00 and in support of said claim states and sets forth the following facts:

1. That Plaintiff brought suit in the District Court of St. Louis County, Minnesota, against the Director General of Railroads (Agent of the President under the Transportation Act) for a loss alleged to have been caused by fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918; that issue was duly joined in said action by the serving and filing of an answer to the complaint in said suit.

2. That thereafter a Stipulation for Judgment was entered into in said action.

3. That Judgment was duly entered upon said Stipulation on June 10, 1922.

4. That said Stipulation is on file with the Clerk of Court in the above named county, and a duplicate original copy is on file with the Director General of Railroads, which Stipulation shows on its face:

That the amount of damages agreed upon was \$8,000.00.

That the amount of insurance paid the claimant by insurance companies named therein was none.

That claimant's net loss, being the amount of such damages less the aggregate amount of insurance paid was \$8,000.00.

That of said net loss the government paid (being 40%) \$3,200.00.

5. That the balance due claimant is \$4,800.00.

The undersigned claimant hereby nominates and appoints Theo. Hollister, N. B. Arnold, Lathers & Hoag, Burdick & Campbell, Providence Building, Duluth, Minnesota, and Frank Yetka and Cox & Michaelson, Cloquet, Minnesota, as Claimant's attorneys, to act in Claimant's name and stead, to take such steps, and to do and perform such acts, things and services as may be necessary and requisite to establish Claimant's right to payment under said act and to collect the said claim and receipt therefor the same as Claimant could or might do in person, hereby ratifying and confirming each, all and every act done and thing performed by Claimant's attorney, with power of substitution in the premises; and the undersigned Claimant hereby employs said attorneys to perform said services, and agrees to pay to said attorneys a sum equal to 10% of the amount recovered in said claim in full compensation for such services and for the prosecution of said claim. And the undersigned Claimant hereby requests the Comptroller General of the United States to draw a separate

check payable to said attorneys in the amount of such attorneys' fees, being 10% of Claimant's claim herein.

CHARLES C. JONES,
1945 N. W. Flagler Terrace, Miami, Florida.

Dated October 12th, 1935.

In the presence of
Edith May Brierley,
Kathleen Penney.

Accepted:

THEO. HOLLISTER,
N. B. ARNOLD,
LATHERS & HOAG,
FRANK YETKA,
COX & MICHAELSON,
BURDICK & CAMPBELL.
By N. B. ARNOLD.

STATE OF FLORIDA,

County of Dade, ss:

Charles C. Jones, being first duly sworn on oath says—that affiant is the Claimant within named—that affiant has read or heard read the whole of the foregoing application and power of attorney, and that the same is in all things true and correct; that said claim and no part thereof has ever been assigned.

CHARLES C. JONES.

Subscribed and sworn to before me this 12th day of October 1935.

[SEAL]

KATHLEEN PENNEY,
Notary Public, State of Florida.

My commission expires Sept. 8, 1937.

CERTIFICATE OF IDENTIFICATION

I hereby certify that Charles C. Jones, the person named in and making the foregoing claim is the person he represents himself to be.

WM. C. HILL,
Wm. C. Hill,
Postmaster, Miami, Florida.

N. B. ARNOLD,
One of Claimant's Attorneys.

66 STATE OF FLORIDA,
County of Dade.

I, E. B. Leatherman, Clerk of the Circuit Court of the Eleventh Judicial Circuit of Florida, in and for said County, the same being a Court of Record, having a Seal, do hereby

certify that Kathleen Penney by whom the foregoing acknowledgement was taken, and whose name is subscribed hereto, was, at the time of taking the same, a notary public, residing in said County, duly commissioned and sworn, and authorized by the laws of said State to take the proof or acknowledgement of deeds and other instruments in writing (to be recorded herein) and to administer oaths or affirmations in said County; and that I am well acquainted with his handwriting, and verily believe that the signature of the foregoing certificate is his genuine signature. I further certify that the laws of Florida do not require an impression of the Seal to be on file in this office.

In witness whereof, I have hereunto set my hand and affixed my official Seal, which is the Seal of Said Court, at Miami, Florida, this 12 day of October, A. D. 1935.

E. L. LEATHERMAN,
Clerk, Circuit Court.

By M. M. MEGATHLIN,
Deputy Clerk.

67 In District Court, St. Louis County, Minnesota, Charles C. Jones, Plaintiff vs. Director General of Railroads, Defendant.

In re Application of Claimant herein for Payment of Minnesota Forest Fire Loss of October 1918, under Act of Congress Providing Therefor, Private Law No. 336, 74th Congress

The Comptroller General of the United States, Washington, D. C.:

Charles C. Jones, hereinafter called the "Claimant," hereby makes claim to the Comptroller General of the United States under the provisions of an Act of Congress entitled "An Act for the Relief of Certain Claimants who Suffered Loss by Fire in the State of Minnesota, during October 1918," and now known as Private Law No. 336, 74th Congress, approved August 27th, 1935, for the payment of \$1,410.00 and in support of said claim states and sets forth the following facts:

1. That Plaintiff brought suit in the District Court of St. Louis County, Minnesota, against the Director General of Railroads (Agent of the President under the Transportation Act) for a loss alleged to have been caused by fire originating from the operation of railroads by the United States in the State of Minnesota on or about October 12, 1918; that issue was duly joined in said action by the serving and filing of an answer to the complaint in said suit.

2. That thereafter a Stipulation for Judgment was entered into in said action.

3. That Judgment was duly entered upon said Stipulation on January 12, 1926.

4. That said Stipulation is on file with the Clerk of Court in the above-named county, and a duplicate original copy is on file with the Director General of Railroads, which Stipulation shows on its face:

That the amount of damages agreed upon was \$4,500.00.

That the amount of insurance paid the claimant by insurance companies named therein was \$2,150.00.

That claimant's net loss, being the amount of such damages less the aggregate amount of insurance paid, was \$2,350.00.

That of said net loss the government paid (being 40%), \$940.00.

5. That the balance due claimant is \$1,410.00.

The undersigned claimant hereby nominates and appoints Theo. Hollister, N. B. Arnold, Lathers & Hoag, Burdick & Campbell, Providence Building, Duluth, Minnesota, and Frank Yetka and Cox & Michaelson, Cloquet, Minnesota, as Claimant's attorneys, to act in Claimant's name and stead, to take such steps, and to do and perform such acts, things, and services as may be necessary and requisite to establish Claimant's right to payment under said act and to collect the said claim and receipt therefor the same as Claimant could or might do in person, hereby ratifying and confirming each, all, and every act done and thing performed by Claimant's said attorneys, with power of substitution in the premises; and the undersigned Claimant hereby employs said attorneys to perform said services, and agrees to pay to said attorneys a sum equal to 10% of the amount recovered in said claim in full compensation for such services and for the prosecution of said claim. And the undersigned Claimant hereby requests the Comptroller General of the United States to draw a separate check payable to said attorneys in the amount of such attorneys fees, being 10% of Claimant's claim herein.

CHARLES C. JONES,

Claimant.

1945 N. W. Flagler Terrace, Miami, Florida.

Dated October 12th, 1935. In the presence of Edith May Brierley, Kathleen Jenney.

Accepted:

Theo. Hollister,

N. B. Arnold,

Lathers & Hoag,

Frank Yetka,

Cox & Michaelson,

Burdick & Campbell.

By N. B. ARNOLD.

State of FLORIDA,
County of Dade, ss.

Charles C. Jones, being first duly sworn on oath, says—that affiant is the Claimant within named—that affiant has read or heard read the whole of the foregoing application and power of attorney, and that the same is in all things true and correct; that said claim and no part thereof has ever been assigned.

CHARLES C. JONES.

Subscribed and sworn to before me this 12th day of October 1935.

[SEAL]

KATHLEEN PENNY,
Notary Public, State of Florida.

My commission expires Sept. 8, 1937.

CERTIFICATE OF IDENTIFICATION

I hereby certify that Charles C. Jones, the person named in and making the foregoing claim is the person he represents himself to be.

WM. C. HILL,
Wm. C. Hill,
Postmaster, Miami, Florida.

N. B. ARNOLD,
One of Claimant's Attorneys.

68 STATE OF FLORIDA,
County of Dade.

I, E. B. Leatherman, Clerk of the Circuit Court of the Eleventh Judicial Circuit of Florida, in and for said County, the same being a Court of Record, having a Seal, do hereby certify that Kathleen Penney by whom the foregoing acknowledgement was taken, and whose name is subscribed hereto, was, at the time of taking the same, a Notary Public, residing in said County, duly commissioned and sworn, and authorized by the laws of said State to take the proof or acknowledgement of deeds and other instruments in writing (to be recorded herein) and to administer oaths or affirmations in said County; and that I am well acquainted with his handwriting, and verily believe that the signature of the foregoing certificate is his genuine signature. I further certify that the laws of Florida do not require an impression of the Seal to be on file in this office.

In witness whereof, I have hereunto set my hand and affixed my official Seal, which is the Seal of Said Court, at Miami, Florida, this 12 day of October A. D. 1935.

E. L. LEATHERMAN,

Clerk Circuit Court.

By M. M. MEGATHLIN,

Deputy Clerk.

69 District Court of United States for District of
Columbia

Filed Oct. 31, 1940. Charles E. Stewart, Clerk.

Order for judgment on the pleadings

This cause coming on to be heard upon the motion of plaintiff for judgment on the pleadings, and counsel for all parties having appeared, and after oral argument before the Court, and the Court having been fully advised in the premises, it is by the Court this 31st day of October 1940.

Ordered, upon all the files, records, and proceedings herein, and upon the pleadings, that the motion of plaintiff for judgment upon the pleadings be and the same is hereby granted. And it is further

Ordered that the defendant Comptroller General of the United States forthwith certify to the Secretary of the Treasury of the United States for payment the claim of plaintiff set forth in the complaint herein and heretofore filed with said Comptroller General for the balance of his claim in the sum of \$4,800, as provided and directed by Private Law 336—74th Congress (49 Stat. 2194).

By the Court:

JENNINGS BAILEY,

Justice.

No objection to form.

BERNARD J. LONG,

Assistant U. S. Atty.

70 In the District Court of the United States for the
District of Columbia

Filed Nov. 25, 1940. Charles E. Stewart, Clerk.

Notice of appeal

Notice is hereby given this 25th day of November 1940, that Richard N. Elliott, as Acting Comptroller General of the U. S.,

defendant in the above-entitled cause, hereby appeals to the United States Court of Appeals for the District of Columbia from the judgment of this Court entered on the 30th day of October 1940, in favor of Plaintiff against said Defendant.

EDWARD M. CURRAN, *U. S. Atty.*

BERNARD MARGOLIUS,

Asst. U. S. Atty., Attorneys for Defendant.

I hereby certify that the above-entitled notice of appeal was served by mail this 25th day of November 1940, upon George F. Shea, attorney for the plaintiff.

BERNARD MARGOLIUS,

Asst. U. S. Atty.

71 District Court of United States for District of
Columbia

Filed Dec. 11, 1940, Charles E. Stewart, Clerk.

Order for substitution of defendant

Upon consideration of the petition and motion filed herein by plaintiff, and it appearing to the court that good cause has been shown, it is by the Court, this 11th day of December 1940

Ordered that Lindsay C. Warren, Comptroller General of the United States, be and he is hereby substituted as defendant in the place and stead of Richard N. Elliott, Acting Comptroller General of the United States.

By the Court:

BOLITHA J. LAWS,

Justice.

No objection.

BERNARD J. LONG,

Asst. U. S. Atty.

Memorandum

January 4, 1941. Time for filing transcript of record in United States Court of Appeals extended to and including January 11, 1941.

72 In the District Court of the United States for the
District of Columbia

Filed Dec. 30, 1940. Charles E. Stewart, Clerk.

Stipulation as to record

It is hereby stipulated by and between attorneys for the plaintiff-appellee and the defendant-appellant that the record

on appeal in the above-entitled cause shall consist of the following designated parts of the record:

1. Complaint, filed April 17, 1940, and exhibits attached thereto.
2. Answer of defendant filed June 19, 1940.
3. Motion for judgment on the pleadings, filed August 17, 1940.
4. Affidavit of N. B. Arnold, filed August 17, 1940.
5. Order substituting Richard N. Elliott as defendant entered October 10, 1940.
6. Copies of documents certified by the General Accounting Office and filed October 30, 1940.
7. Order for judgment on the pleadings for plaintiff, entered October 31, 1940.
8. Notice of appeal filed November 25, 1940.
- 73 9. Order substituting Lindsay C. Warren as defendant, entered December 11, 1940.
10. This stipulation.

EDWARD M. CURRAN,
Edward M. Curran,

United States Attorney,

BERNARD J. LONG,
Bernard J. Long,

Assistant United States Attorney,

BERNARD MARGOLIUS,
Bernard Margolius,

*Assistant United States Attorney,
Attorneys for the defendant-appellant.*

THEODORE HOLLISTER,
N. B. ARNOLD,
LATHERS & HOAG,
RALPH E. BURDICK,
HANFORD F. COX,
V. J. MICHAELSON, and
FRANK YETKA,

By GEORGE F. SHEA,
George F. Shea,
T. X. D.

Attorneys for plaintiff-appellee.

74 District Court of the United States for the District of Columbia

UNITED STATES OF AMERICA,
District of Columbia, ss:

I, Charles E. Stewart, Clerk of the District Court of the United States for the District of Columbia, hereby certify the

foregoing pages numbered from 1 to 73, both inclusive, to be a true and correct transcript of the record, according to stipulation of counsel herein filed, copy of which is made part of this transcript, in cause No. 6625, Civil Action, wherein Charles C. Jones is Plaintiff and Lindsay C. Warren, as Comptroller General of the United States, is Defendant, as the same remains upon the files and of record in said Court.

In testimony whereof, I hereunto subscribe my name and affix the seal of said Court, at the City of Washington, in said District, this 7th day of January 1941.

[SEAL]

C. E. STEWART, *Clerk*.

[Endorsement on cover:] No. 7810. Warren vs. Jones. United States Court of Appeals for the District of Columbia. Filed Jan. 10, 1941. Joseph W. Stewart, Clerk.